TROUP COUNTY GEORGIA

SERVICE DELIVERY STRATEGIES AGREEMENT . in

Troup County Unincorporated Area Otty of Hogansville

- City of LaGrange
 City of West Point

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TROUP COUNTY GEORGIA SERVICE DELIVERY STRATEGIES **AGREEMENT**

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ATTACHMENT A

UNINCORPORATED REVENUES

Revenues to Offset Unincorporated Service District

Life insurance premium tax Beverage tax Franchise tax Hotel tax **Building permits** Business license Bank license Beer and wine license Mobile home permits Driveway/timber permits Hogansville fire contract fees Flood control Rezoning fees C & D landfill fees Recycling fees USD Ad Valorem tax

ATTACHMENT B

INTERGOVERNMENTAL CONTRACT REGARDING SERVICE DELIVERY

- 1. Troup County LaGrange
- 2. Troup County Hogansville
- 3. Troup County West Point

INTERGOVERNMENTAL CONTRACT REGARDING SERVICE DELIVERY

This Intergovernmental Contract, made and entered this day of day of day, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of LaGrange, Georgia, a municipal corporation of Troup County, Georgia (hereafter "LaGrange").

WITNESSETH: THAT

WHEREAS, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 et seq., County and LaGrange have through extended dialogue reached a comprehensive agreement concerning how best to provide and allocate expenses for certain services within the City of LaGrange and Troup County;

WHEREAS, County and LaGrange have jointly determined that the best interests of its citizens will be served by County and LaGrange entering this agreement regarding the delivery of certain services, resources available to offset the cost of said services and a schedule to implement the agreed upon provision of services;

WHEREAS, the parties are desirous of setting forth the terms and conditions of same in writing; and

WHEREAS, the parties are competent to enter this agreement pursuant to the Charter of the City of LaGrange, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions contained herein, it is hereby agreed as follows: Section 1:

Unincorporated Service District

County shall establish an unincorporated service district pursuant to the authority of Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia. The cost of the following services provided by County, in addition to the cost of any service which the County hereafter provides primarily for the benefit of the residents of the unincorporated area of the County, shall be provided through such fees, assessments and taxes which may be levied and collected within the unincorporated service district, to wit:

- A. Ninety percent (90%) of those expenses attributable to fire protection services;
- B. Eighty percent (80%) of those expenses attributable to sanitation services;
- C. All expenses attributable to the County building, zoning and code enforcement function; and
- D. All expenses attributable to the County animal control and animal shelter function.

All those expenses described above within Section 1 are hereafter referred to as "unincorporated service district expenses." All those services described above in Section 1 are hereafter referred to as "unincorporated service district services."

Section 2:

Unallocated Costs

County currently does not allocate certain expenses through its budget to those categories listed above and described as unincorporated service district expenses. In conjunction with this

agreement, County agrees to allocate costs properly to the above-referenced unincorporated service district expenses in conformity with the uniform chart of accounts as described and delineated in O.C.G.A. § 36-81-3. In no event shall the County fail to accurately allocate the following expenses to the appropriate budget categories contained and funded within the unincorporated service district, to wit:

Worker's Compensation Expense, Fleet Maintenance Expense, Facilities Maintenance Expense, Insurance Expense and Legal Fees and Expenses.

Section 3:

Unincorporated Service District Revenues

Following is a list of County revenues which the parties agree may be used to offset unincorporated service district expenses incurred and paid for within the structure of the unincorporated service district, to wit:

- Life Insurance Premium Tax
- Beverage Tax
- Franchise Tax
- Hotel Tax
- Building Permits
- Business License
- Bank License
- Beer and Wine License
- Mobile Home Permits
- Driveway/Timber Permits

- Flood Control Fees
- Rezoning Fees
- Construction and Demolition Landfill Fees
- Recycling Fees
- Any fees from the City of Hogansville paid to County pursuant to a fire services contract between Hogansville and County

Any other fees, assessments, and/or taxes levied or collected to provide revenue to pay for the unincorporated service district expenses, to include ad valorem taxes, shall be collected within the unincorporated service district. Such revenues shall be described hereafter as "unincorporated service district revenues."

Section 4:

County Wide Expenses

County and LaGrange agree that the following services shall be provided by County and funded through available county wide revenue, to wit:

- (a) Funding for the Troup County Airport Authority and related airport expenses as previously shared by County and LaGrange;
- (b) Funding of the LaGrange Memorial Library and other library expenses as previously shared by County and LaGrange;
- (c) Funding of the Troup County Parks and Recreation Commission and other recreation expenses as previously shared by County and LaGrange; and

 (d) Inmate Detail Expenses as previously supplied to LaGrange on a fee basis.

Although LaGrange has contributed in the past to the provision of the above-referenced services, such services shall be provided by County using County wide revenue at its disposal. The delivery of recreation services shall continue to be provided through the current administrative structure involving the Troup County Parks and Recreation Commission under a separate written agreement.

Section 5:

Implementation Schedule

County and LaGrange agree to allow all aspects of the agreement described herein to be phased in beginning with the 2000-2001 budget year. Hereinafter "budget year" shall be deemed to include from July 1 through June 30 of the years at issue.

For budget year 2000-2001, County shall provide and fund only that portion of the agreement relating to inmate details. While County currently charges LaGrange for inmate details, County shall provide during budget year 2000-2001 comparable details to those heretofore provided at no charge to LaGrange. Specifically, County shall provide two such details to LaGrange and two such details to Troup County Parks and Recreation Commission.

For budget year 2001-2002, County shall implement one-third (1/3) of each aspect of the service delivery agreement as set forth herein. More specifically, within said budget year 2001-2002, County shall collect from the established unincorporated service district one-third (1/3) of the revenues required to fully fund the unincorporated service district expenses as outlined herein. County may also offset the provision of said services by one-third (1/3) of the agreed upon

unincorporated service district revenues as outlined in Section 3 above. Likewise, during budget year 2001-2002, County shall implement one-third (1/3) of the new county wide expenses as delineated in Section 4 herein above. More specifically, this will require that County fund one-third (1/3) of those county wide expenses set forth in Section 4 and formerly funded by LaGrange.

For budget year 2002-2003, an additional one-third (1/3) of the unincorporated service district expenses, revenues, and county wide expenses shall be accounted for as described in the immediately preceding paragraph such that two-thirds (2/3) of the agreement as set forth herein shall be implemented during budget year 2002-2003.

Likewise, for budget year 2003-2004, an additional one-third (1/3) of the unincorporated service district expenses, revenues and county wide expenses shall be accounted for such that one hundred percent (100%) of the agreement as set forth herein shall have been implemented by budget year 2003-2004.

Section 6:

Adjustment for Actual Unincorporated Service District Revenues and Expenses

The implementation schedule as above described provides that the first year in which unincorporated service district services shall be funded, at least partially, through revenues collected within the unincorporated service district as budget year 2001-2002. County's budget for the unincorporated service district in this and following budget years will necessarily be based upon estimated expenses and revenue. In order to ensure that unincorporated service district expenses are properly funded by revenues collected within the unincorporated service district, and set forth in Section 3, County shall, beginning with its audited financial statements for budget year 2001-2002, be entitled to a credit to the extent unincorporated service district revenues exceed unincorporated service district expenses. County shall be entitled to credit such excess to unincorporated service district revenue in its next budget. Conversely, County shall likewise account for any deficit should unincorporated service district expenses exceed unincorporated service district revenues collected within the unincorporated service district during a budget year. In such event, County shall account for the amount of said deficit within its unincorporated service district expenses in its next budget.

Given that the first year of implementation of the unincorporated service district is budget year 2001-2002, and that audited financial statements for said budget year will not be available until Fall of 2002, the initial credit or deficit from budget year 2001-2002, if any, shall be integrated within the County budget for budget year 2003-2004. Likewise, any credit or deficit for budget year 2002-2003 shall be integrated within the County budget for budget year 2004-2005. Thereafter, upon the same schedule and throughout the term of this agreement, the credit or deficit, if any, from two (2) budget years prior shall be integrated within the then current budget year. Any deficit or excess required to be accounted for shall be determined based upon the implementation schedule as set for above in Section 5.

By way of illustration, and solely for the purposes of example, should County levy an ad valorem tax in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 greater revenue than required to pay for unincorporated service district expenses, County shall be entitled to a \$100,000.00 credit for purposes of establishing its unincorporated service district millage rate for budget year 2003-2004. Likewise, and further by way of example only, should County levy an ad valorem tax rate in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 less revenue than required to pay for unincorporated service district for budget service district expenses, County shall be required to carry forward said deficit for purposes of establishing

the unincorporated service district millage rate for budget year 2003-2004.

Section 7:

Alternate Dispute Resolution

Any controversy or claim arising out of or relating to this agreement or the breach thereof will be submitted to mediation by the parties. The mediator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed within thirty (30) days of demand for mediation by either County or LaGrange.

Should any controversy or claim so submitted remain unresolved by the parties despite mediation, such shall be submitted by the parties to arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitrator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed within sixty (60) days of demand for arbitration by either County or LaGrange. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing parties actual damages, and may not, in any event, make any ruling, finding or award that is binding on the parties, but shall instead make a report and recommendation.

Section 8:

<u>Term</u>

This agreement shall commence on the date such is executed by authorized officials of both County and LaGrange, and shall continue until amended by agreement of the parties or otherwise terminated by operation of law. IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

TROUP COUNTY, GEORGIA BY.J Chairman ATTEST: Clerk み

CITY OF LAGRANGE, GEORGIA

BY: <u></u>Mayor Rhen

ATTEST:_ Clerk



INTERGOVERNMENTAL CONTRACT REGARDING SERVICE DELIVERY

This Intergovernmental Contract, made and entered this <u>J</u> day of <u>May</u>, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of Hogansville, Georgia, a municipal corporation of Troup County, Georgia (hereafter "Hogansville").

WITNESSETH: THAT

WHEREAS, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 et seq., County and Hogansville have through extended dialogue reached a comprehensive agreement concerning how best to provide and allocate expenses for certain services within the city of Hogansville and Troup County;

WHEREAS, County and Hogansville have jointly determined that the best interests of its citizens will be served by County and Hogansville entering this agreement regarding the delivery of certain services, resources available to offset the cost of said services and a schedule to implement the agreed upon provision of services;

WHEREAS, the parties are desirous of setting forth the terms and conditions of same in writing; and

WHEREAS, the parties are competent to enter this agreement pursuant to the Charter of the City of Hogansville, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions contained herein, it is hereby agreed as follows: Section 1:

Unincorporated Service District

County shall establish an unincorporated service district pursuant to the authority of Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia. The cost of the following services provided by County, in addition to the cost of any service which the County hereafter provides primarily for the benefit of the residents of the unincorporated area of the County, shall be provided through such fees, assessments and taxes which may be levied and collected within the unincorporated service district, to wit:

- A. Eighty percent (80%) of those expenses attributable to sanitation services;
- B. All expenses attributable to the County building, zoning and code enforcement function; and
- C. All expenses attributable to the County animal control and animal shelter function.

All those expenses described above within Section 1 are hereafter referred to as "unincorporated service district expenses." All those services described above in Section 1 are hereafter referred to as "unincorporated service district services."

Section 2:

Unallocated Costs

County currently does not allocate certain expenses through its budget to those categories listed above and described as unincorporated service district expenses. In conjunction with this agreement, County agrees to allocate costs properly to the above-referenced unincorporated service district expenses in conformity with the uniform chart of accounts as described and delineated in O.C.G.A. § 36-81-3. In no event shall the County fail to accurately allocate the following expenses

to the appropriate budget categories contained and funded within the unincorporated service district, to wit:

Worker's Compensation Expense, Fleet Maintenance Expense, Facilities Maintenance Expense, Insurance Expense and Legal Fees and Expenses.

Section 3:

Unincorporated Service District Revenues

Following is a list of County revenues which the parties agree may be used to offset unincorporated service district expenses incurred and paid for within the structure of the unincorporated service district, to wit:

- Life Insurance Premium Tax
- Beverage Tax
- Franchise Tax
- Hotel Tax
- Building Permits
- Business License
- Bank License
- Beer and Wine License
- Mobile Home Permits
- Driveway/Timber Permits
- Flood Control Fees
- Rezoning Fees
- Construction and Demolition Landfill Fees

- Recycling Fees
- Any fees from the City of Hogansville paid to County pursuant to a fire services contract between Hogansville and County

Any other fees, assessments, and/or taxes levied or collected to provide revenue to pay for the unincorporated service district expenses, to include ad valorem taxes, shall be collected within the unincorporated service district. Such revenues shall be described hereafter as "unincorporated service district revenues."

Section 4:

County Wide Expenses

County and Hogansville agree that the following services shall be provided by County and funded through available county wide revenue, to wit:

- (a) Funding of library expenses as previously shared by County and Hogansville;
- (b) Funding of the Troup County Parks and Recreation Commission which will include the delivery of recreational services to Hogansville; and
- (c) Inmate Detail Expenses as previously supplied to Hogansville on a fee basis.

Section 5:

Implementation Schedule

County and Hogansville agree to allow all aspects of the agreement described herein to be phased in beginning with the 2000-2001 budget year. Hereinafter "budget year" shall be deemed to include from July 1 through June 30 of the years at issue.

For budget year 2000-2001, County shall provide and fund only that portion of the agreement relating to inmate details. While County currently charges Hogansville for inmate details, County shall provide during budget year 2000-2001 comparable details to those heretofore provided at no charge to Hogansville.

For budget year 2001-2002, County shall implement one-third (1/3) of each aspect of the service delivery agreement as set forth herein. More specifically, within said budget year 2001-2002, County shall collect from the established unincorporated service district one-third (1/3) of the revenues required to fully fund the unincorporated service district expenses as outlined herein. County may also offset the provision of said services by one-third (1/3) of the agreed upon unincorporated service district revenues as outlined in Section 3 above. Likewise, during budget year 2001-2002, County shall implement one-third (1/3) of the new county wide expenses as delineated in Section 4 herein above. More specifically, this will require that County fund one-third (1/3) of those county wide expenses set forth in Section 4.

For budget year 2002-2003, an additional one-third (1/3) of the unincorporated service district expenses, revenues, and county wide expenses shall be accounted for as described in the immediately preceding paragraph such that two-thirds (2/3) of the agreement as set forth herein shall be implemented during budget year 2002-2003.

Likewise, for budget year 2003-2004, an additional one-third (1/3) of the unincorporated service district expenses, revenues and county wide expenses shall be accounted for such that one hundred percent (100%) of the agreement as set forth herein shall have been implemented by budget

year 2003-2004.

Section 6:

Adjustment for Actual Unincorporated Service District Revenues and Expenses

The implementation schedule as above described provides that the first year in which unincorporated service district services shall be funded, at least partially, through revenues collected within the unincorporated service district as budget year 2001-2002. County's budget for the unincorporated service district in this and following budget years will necessarily be based upon estimated expenses and revenue. In order to ensure that unincorporated service district expenses are properly funded by revenues collected within the unincorporated service district, and set forth in Section 3, County shall, beginning with its audited financial statements for budget year 2001-2002, be entitled to a credit to the extent unincorporated service district revenues exceed unincorporated service district expenses. County shall be entitled to credit such excess to unincorporated service district revenue in its next budget. Conversely, County shall likewise account for any deficit should unincorporated service district expenses exceed unincorporated service district revenues collected within the unincorporated service district during a budget year. In such event, County shall account for the amount of said deficit within its unincorporated service district expenses in its next budget.

Given that the first year of implementation of the unincorporated service district is budget year 2001-2002, and that audited financial statements for said budget year will not be available until Fall of 2002, the initial credit or deficit from budget year 2001-2002, if any, shall be integrated within the County budget for budget year 2003-2004. Likewise, any credit or deficit for budget year 2002-2003 shall be integrated within the County budget for budget year 2004-2005. Thereafter, upon the same schedule and throughout the term of this agreement, the credit or deficit, if any, from two (2) budget years prior shall be integrated within the then current budget year. Any deficit or excess required to be accounted for shall be determined based upon the implementation schedule as set for above in Section 5.

By way of illustration, and solely for the purposes of example, should County levy an ad valorem tax in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 greater revenue than required to pay for unincorporated service district expenses, County shall be entitled to a \$100,000.00 credit for purposes of establishing its unincorporated service district millage rate for budget year 2003-2004. Likewise, and further by way of example only, should County levy an ad valorem tax rate in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 less revenue than required to pay for unincorporated service district expenses, County shall be required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for b

Section 7:

Alternate Dispute Resolution

Any controversy or claim arising out of or relating to this agreement or the breach thereof will be submitted to mediation by the parties. The mediator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed within thirty (30) days of demand for mediation by either County or Hogansville.

Should any controversy or claim so submitted remain unresolved by the parties despite mediation, such shall be submitted by the parties to arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitrator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed

within sixty (60) days of demand for arbitration by either County or Hogansville. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing parties actual damages, and may not, in any event, make any ruling, finding or award that is binding on the parties, but shall instead make a report and recommendation.

Section 8:

Term

This agreement shall commence on the date such is executed by authorized officials of both County and Hogansville, and shall continue until amended by agreement of the parties or otherwise terminated by operation of law.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

TROUP COUNTY, GEORGIA BY: Chairman ATTEST Clerk

CITY OF HOGANSVILLE, GEORGIA

BY ATTEST: Clerk

tcounty agree



INTERGOVERNMENTAL CONTRACT REGARDING SERVICE DELIVERY

This Intergovernmental Contract, made and entered this ff day of May, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of West Point, Georgia, a municipal corporation of Troup County, Georgia (hereafter "West Point").

WITNESSETH: THAT

WHEREAS, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 et seq., County and West Point have through extended dialogue reached a comprehensive agreement concerning how best to provide and allocate expenses for certain services within the city of West Point and Troup County;

WHEREAS, County and West Point have jointly determined that the best interests of its citizens will be served by County and West Point entering this agreement regarding the delivery of certain services, resources available to offset the cost of said services and a schedule to implement the agreed upon provision of services;

WHEREAS, the parties are desirous of setting forth the terms and conditions of same in writing; and

WHEREAS, the parties are competent to enter this agreement pursuant to the Charter of the city of West Point, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions contained herein, it is hereby agreed as follows: Section 1:

Unincorporated Service District

County shall establish an unincorporated service district pursuant to the authority of Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia. The cost of the following services provided by County, in addition to the cost of any service which the County hereafter provides primarily for the benefit of the residents of the unincorporated area of the County, shall be provided through such fees, assessments and taxes which may be levied and collected within the unincorporated service district, to wit:

- A. Ninety percent (90%) of those expenses attributable to fire protection services;
- B. Eighty percent (80%) of those expenses attributable to sanitation services;
- C. All expenses attributable to the County building, zoning and code enforcement function; and
- D. All expenses attributable to the County animal control and animal shelter function.

All those expenses described above within Section 1 are hereafter referred to as "unincorporated service district expenses." All those services described above in Section 1 are hereafter referred to as "unincorporated service district services."

Section 2:

Unallocated Costs

County currently does not allocate certain expenses through its budget to those categories listed above and described as unincorporated service district expenses. In conjunction with this

agreement, County agrees to allocate costs properly to the above-referenced unincorporated service district expenses in conformity with the uniform chart of accounts as described and delineated in O.C.G.A. § 36-81-3. In no event shall the County fail to accurately allocate the following expenses to the appropriate budget categories contained and funded within the unincorporated service district, to wit:

Worker's Compensation Expense, Fleet Maintenance Expense, Facilities Maintenance Expense, Insurance Expense and Legal Fees and Expenses.

Section 3:

Unincorporated Service District Revenues

Following is a list of County revenues which the parties agree may be used to offset unincorporated service district expenses incurred and paid for within the structure of the unincorporated service district, to wit:

- Life Insurance Premium Tax
- Beverage Tax
- Franchise Tax
- Hotel Tax
- Building Permits
- Business License
- Bank License
- Beer and Wine License
- Mobile Home Permits
- Driveway/Timber Permits

- Flood Control Fees
- Rezoning Fees
- Construction and Demolition Landfill Fees
- Recycling Fees
- Any fees from the City of Hogansville paid to County pursuant to a fire services contract between Hogansville and County

Any other fees, assessments, and/or taxes levied or collected to provide revenue to pay for the unincorporated service district expenses, to include ad valorem taxes, shall be collected within the unincorporated service district. Such revenues shall be described hereafter as "unincorporated service district revenues."

Section 4:

County Wide Expenses

County and West Point agree that the following services shall be provided by County and funded through available county wide revenue, to wit:

- (a) Funding of the Troup County Parks and Recreation
 Commission which will include the delivery of recreational services to West Point; and
- (b) Inmate Detail Expenses as previously supplied to West Point on a fee basis.

It is further agreed that West Point will continue to provide emergency medical services (both dispatch services and ambulance services) and E-911 services to County at the current level it now

provides. In consideration of these services to be performed by West Point, the Troup County Parks and Recreation Commission will provide recreational services to residents of West Point who also reside in Harris County.

Section 5:

Implementation Schedule

County and West Point agree to allow all aspects of the agreement described herein to be phased in beginning with the 2000-2001 budget year. Hereinafter "budget year" shall be deemed to include from July 1 through June 30 of the years at issue.

For budget year 2000-2001, County shall provide and fund only that portion of the agreement relating to inmate details. While County currently charges West Point for inmate details, County shall provide during budget year 2000-2001 comparable details to those heretofore provided at no charge to West Point.

For budget year 2001-2002, County shall implement one-third (1/3) of each aspect of the service delivery agreement as set forth herein. More specifically, within said budget year 2001-2002, County shall collect from the established unincorporated service district one-third (1/3) of the revenues required to fully fund the unincorporated service district expenses as outlined herein. County may also offset the provision of said services by one-third (1/3) of the agreed upon unincorporated service district revenues as outlined in Section 3 above. Likewise, during budget year 2001-2002, County shall implement one-third (1/3) of the new county wide expenses as delineated in Section 4 herein above. More specifically, this will require that County fund one-third (1/3) of those county wide expenses set forth in Section 4.

For budget year 2002-2003, an additional one-third (1/3) of the unincorporated service district expenses, revenues, and county wide expenses shall be accounted for as described in the

immediately preceding paragraph such that two-thirds (2/3) of the agreement as set forth herein shall be implemented during budget year 2002-2003.

Likewise, for budget year 2003-2004, an additional one-third (1/3) of the unincorporated service district expenses, revenues and county wide expenses shall be accounted for such that one hundred percent (100%) of the agreement as set forth herein shall have been implemented by budget year 2003-2004.

Section 6:

Adjustment for Actual Unincorporated Service District Revenues and Expenses

The implementation schedule as above described provides that the first year in which unincorporated service district services shall be funded, at least partially, through revenues collected within the unincorporated service district as budget year 2001-2002. County's budget for the unincorporated service district in this and following budget years will necessarily be based upon estimated expenses and revenue. In order to ensure that unincorporated service district expenses are properly funded by revenues collected within the unincorporated service district, and set forth in Section 3, County shall, beginning with its audited financial statements for budget year 2001-2002, be entitled to a credit to the extent unincorporated service district revenues exceed unincorporated service district expenses. County shall be entitled to credit such excess to unincorporated service district revenue in its next budget. Conversely, County shall likewise account for any deficit should unincorporated service district expenses exceed unincorporated service district revenues collected within the unincorporated service district revenues collected within the unincorporated service district expenses in its next budget.

Given that the first year of implementation of the unincorporated service district is budget year 2001-2002, and that audited financial statements for said budget year will not be available until Fall of 2002, the initial credit or deficit from budget year 2001-2002, if any, shall be integrated within the County budget for budget year 2003-2004. Likewise, any credit or deficit for budget year 2002-2003 shall be integrated within the County budget for budget year 2004-2005. Thereafter, upon the same schedule and throughout the term of this agreement, the credit or deficit, if any, from two (2) budget years prior shall be integrated within the then current budget year. Any deficit or excess required to be accounted for shall be determined based upon the implementation schedule as set for above in Section 5.

By way of illustration, and solely for the purposes of example, should County levy an ad valorem tax in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 greater revenue than required to pay for unincorporated service district expenses, County shall be entitled to a \$100,000.00 credit for purposes of establishing its unincorporated service district millage rate for budget year 2003-2004. Likewise, and further by way of example only, should County levy an ad valorem tax rate in the unincorporated service district for budget year 2001-2002 which by comparison to audited financial statements received in the Fall of 2002 disclose that County collected \$100,000.00 less revenue than required to pay for unincorporated service district expenses, County shall be required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget required to carry forward said deficit for purposes of establishing the unincorporated service district millage rate for budget year 2003-2004.

Section 7:

Alternate Dispute Resolution

Any controversy or claim arising out of or relating to this agreement or the breach thereof will be submitted to mediation by the parties. The mediator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed within thirty (30) days of demand for mediation by either County or West Point.

Should any controversy or claim so submitted remain unresolved by the parties despite mediation, such shall be submitted by the parties to arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitrator will be selected from a panel of persons having experience with and knowledge of local government, and shall be completed within sixty (60) days of demand for arbitration by either County or West Point. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing parties actual damages, and may not, in any event, make any ruling, finding or award that is binding on the parties, but shall instead make a report and recommendation.

Section 8:

<u>Term</u>

This agreement shall commence on the date such is executed by authorized officials of both County and West Point, and shall continue until amended by agreement of the parties or otherwise terminated by operation of law.

(Continued on next page)

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

TROUP COUNTY, GEORGIA BY: 1 Chairman Line 1 ATTEST:

CITY OF WEST POINT, GEORGIA

BY: Bill A Head Mayor A Head ATTEST: Mom Reel

tcountyagree

ATTACHMENT C

SERVICE DELIVERY STRATEGY ANNEXATION -DISPUTE RESOLUTION PROCESS

1 Troup County – LaGrange 2 Troup County – Hogansville 3 Troup County – West Point

SERVICE DELIVERY STRATEGY ANNEXATION DISPUTE RESOLUTION PROCESS

The City of LaGrange, Georgia and Troup County, Georgia hereby agree to implement the following process for resolving land use disputes over annexation:

1. Prior to initiating any formal annexation activities, 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.

Within ten (10) 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 bonafide 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). A "bonafide land use classification objection" shall be defined according to O.C.G.A. § 36-36-11 as an objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use. The parties agree that a number of land uses are sufficiently similar such that administration of this agreement may be simplified by setting forth certain corresponding land use classification objection." The following land use classifications of Troup County are deemed to be consistent with the corresponding land use classifications of the City of LaGrange, to wit:

| Troup County Zoning Classifications | City of LaGrange Zoning Classification | |
|-------------------------------------|--|--|
| A100 | R-1 Residential District | |
| L-100 | R-1 Residential District | |
| R-100 | R-1 Residential District | |
| | R-2 Residential District | |
| R-400 | R-1 Residential District | |
| | R-2 Residential District | |
| | R-3 Residential District | |
| R-500 | MPH-1 Mobile Home Park District | |
| C-100 | C-3 General Commercial District | |
| C-200 | C-1 Neighborhood Commercial District | |
| I-100 | G-1 General Industrial District | |
| | H-1 Heavy Industrial District | |

Should the City's proposed land use classification be consistent with the current county land use classification of the property to be annexed, as set forth above, the parties agree that no bonafide land use classification objection may be lodged, and the City may proceed with the annexation.

2. If the County has no objection to the City's proposed land use for 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 any right to invoke the dispute resolution process or object to land use changes after annexation.

3. If the County notifies the City that it has a bonafide land use classification objection, the City will respond to the County in writing within ten (10) 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 ending action on the proposed annexation;
- (c) Disagreeing with the County's bonafide land use classification objection(s) and notifying County that the City will seek a declaratory judgment in Court; or
- (d) Initiating a thirty-day maximum mediation process to discuss possible compromises.

4. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.

5. If no resolution of the County's bonafide 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).

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

This Annexation Dispute Resolution Agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law. IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers

have caused their respective names and seals to be hereunto affixed on this 1944 day of

___, 2000.

TROUP COUNTY, GEORGIA

BY: Chairman

ATTEST: Clerk

CITY OF LAGRANGE, GEORGIA

BY: W. Juff Rukle

ATTEST: ____



MEMORANDUM OF AGREEMENT DISPUTE RESOLUTION PROCESS FOR LAND USE CLASSIFICATION OF AREAS TO BE ANNEXED

The City of Hogansville and Troup 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, 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.

Within 30 calendar 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), the city will respond to the county in writing within 30 calendar 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 maximum 30 calendar day mediation process to discuss possible compromises.
- 4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with the mediator.
- 5. If no resolution of the county's bona fide land use classification objections results from the mediation, the city will not proceed with the proposed annexation.

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

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

Attest

Attest

Wilson H. Clain

Authorized Representative, City of Hogansville

Authorized Representative, Troup County Commission



MEMORANDUM OF AGREEMENT DISPUTE RESOLUTION PROCESS FOR LAND USE CLASSIFICATION OF AREAS TO BE ANNEXED

The City of West Point and Troup County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998. April 20, 1999.

BT

1. Prior to initiating any formal annexation activities, 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.

Within 30 calendar 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), the city will respond to the county in writing within 30 calendar 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 maximum 30 calendar day mediation process to discuss possible compromises.
- 4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with the mediator.
- 5. If no resolution of the county's bona fide land use classification objections 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). Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner (s).

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

Lun Inadora 9 Attest

· Hugu

Authorized Representative, City of West Point

Attest

J.S.

Authorized Representative, Troup County Commission

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ATTACHMENT D

INTERGOVERNMENTAL CONTRACT REGARDING EXTRATERRITORIAL WATER AND SEWER EXTENSION

INTERGOVERNMENTAL CONTRACT REGARDING EXTRATERRITORIAL WATER AND SEWER EXTENSION

This Intergovernmental Contract, made and entered this [4]" day of May, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of LaGrange, Georgia, a municipal corporation of Troup County, Georgia (hereafter "LaGrange"), City of Hogansville, a municipal corporation of Troup County, Georgia (hereafter "Hogansville"), and City of West Point, a municipal corporation of Troup County, Georgia (hereafter "West Point").

WITNESSETH:THAT

WHEREAS, pursuant to O.C.G.A. § 36-70-20 et seq., the Service Delivery Strategy Act, County, LaGrange, West Point and Hogansville endeavor to ensure that the provision of extraterritorial water and sewer services by either County, LaGrange, West Point and Hogansville is consistent with all applicable land use plans and ordinances binding as to either local jurisdiction;

WHEREAS, County does not provide either water or sewer services, and there is no inconsistency with LaGrange, West Point and/or Hogansville providing either water or sewer services outside of the respective corporate limits of each city in the unincorporated area of Troup County;

WHEREAS, the parties are desirous of setting forth an agreement as to these issues in writing:

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties, County, LaGrange, West Point and Hogansville agree as follows:

The provision of extraterritorial water and sewer services by

LaGrange, West Point and Hogansville is consistent with all current applicable land use plans and ordinances of LaGrange, Troup County, West Point and Hogansville.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

TROUP COUNTY, GEORGIA BY! Chairman ATTEST: Clerk

CITY OF LAGRANGE, GEORGIA BY:1

ATTEST:

CITY OF WEST POINT, GEORGIA

BY: Billy M. Hend Mayor J

ATTEST:

CITY OF HOGANSVILLE, GEORGIA

BY: With Mayor

ATTEST: Clerk

ATTACHMENT E

AGREEMENT REGARDING EXTRA TERRITORIAL WATER RATES

1. Troup County - LaGrange

2. Troup County - West Point

AGREEMENT REGARDING EXTRATERRITORIAL WATER RATES

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This Agreement, made and entered this 197 day of <u>May</u>, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of LaGrange, Georgia, a municipal corporation of Troup County, Georgia (hereafter "LaGrange").

WITNESSETH:THAT

WHEREAS, pursuant to O.C.G.A. § 36-70-20 et seq., the Service Delivery Strategy Act, County and LaGrange endeavor to ensure that water or sewer rates assumed by LaGrange to customers located outside of the incorporated limits of LaGrange are not arbitrarily higher than the fees charged to customers within the City limits of LaGrange;

WHEREAS, the parties are desirous of setting forth an agreement as to these issues in writing;

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties, County and LaGrange agree as follows:

With respect to the fifty percent (50%) surcharge for water services in the unincorporated portion of Troup County, LaGrange agrees to reserve one-half (½) of said surcharge which shall be placed in a separate account and expended for capital improvements in the unincorporated area of Troup County, to include but not limited to water line extensions, pressurization improvements, line replacements, relocations and upgrades, all with the goal to extend water service to additional areas of unincorporated Troup County at an accelerated rate. LaGrange shall provide to County annually a report disclosing the total charges for water services in the unincorporated portion of Troup County, the amount paid into the separate account referred to herein, expenditures or proposed

expenditures from said account, including both the amount and purpose of said expenditure(s), and the rate(s) charged for water services during the period included within the report.

This Agreement shall commence on the 1st day of July, 2001, and shall continue until amended by agreement of the parties or otherwise terminated by operation of law.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

TROLP COUNTY, GEORGIA BY: Chairman ATTEST: Clerk

CITY OF LAGRANGE, GEORGIA

BY: Mayor

ATTEST:



AGREEMENT REGARDING EXTRATERRITORIAL WATER RATES

This Agreement, made and entered this <u>May</u>, 2000, by and between Troup County, Georgia, a political subdivision of the State of Georgia (hereafter "County") and City of West Point, Georgia, a municipal corporation of Troup County, Georgia (hereafter "West Point").

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. §36-70-20 et seq., the Service Delivery Strategy Act, County and West Point endeavor to ensure that water or sewer rates charged by West Point to customers located outside of the incorporated limits of West Point are not arbitrarily higher than the fees charged to customers within the City Limits of West Point; and

WHEREAS, the parties are desirous of setting forth an agreement as to these issues in writing;

WHEREAS, the parties recognize that West Point currently charges a fifty percent (50%) surcharge for water services in the unincorporated portion of Troup County served by West Point;

NOW, THEREFORE, for and in consideration of the mutual benefits of the parties hereto, County and West Point agrees as follows:

With respect to the fifty percent (50%) surcharge for water services chared by West Point in the unincorporated portion of Troup County, the parties agree that said surcharge is not arbitrary and the overall rate is not arbitrarily higher than rates charged in the city limits of West Point. IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed on the day and year first above written.

Troup County, Georgia By:JS Chairman Attest: Clerk

City of West Point, Georgia

By: Belly A Heal Mayor Attest: Sto MRul

tcountyagree

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ATTACHMENT F

INTERGOVERNMENTAL AGREEMENT TO CREATE JOINT RECREATION SYSTEM

INTERGOVERNMENTAL AGREEMENT TO CREATE A JOINT RECREATION SYSTEM

This Agreement is made and entered into by and between THE CITY OF LAGRANGE, GEORGIA ("LaGrange"), THE CITY OF HOGANSVILLE, GEORGIA ("Hogansville"), THE CITY OF WEST POINT, GEORGIA ("West Point") and TROUP COUNTY, GEORGIA ("County").

RECITALS:

1.

LaGrange and County currently provide parks, recreational programs and recreational facilities for the benefit of citizens within their jurisdictions pursuant to an Intergovernmental Agreement dated December 10, 1996 which established the Troup County Parks & Recreation Commission as an administrative unit to operate and supervise recreational programs and manage public parks and recreational facilities.

2.

Hogansville and West Point separately provide parks, recreational programs and recreational facilities for the benefit of citizens within their jurisdictions.

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LaGrange, Hogansville, West Point and County believe that parks, recreational programs and recreational facilities can be provided and maintained in a more economical and efficient manner under the direction of a single administrative unit. It is the purpose of this Agreement to provide a structure whereby LaGrange, Hogansville, West Point and and County will jointly provide resources, supervised and directed by a single administrative body, for the development and maintenance of public parks, recreational programs and recreational facilities for the benefit of people residing within LaGrange, Hogansville, West Point and the unincorporated areas of the County. It is the intent of the parties that recreational services will continue to be provided at the current or greater levels in each of the jurisdictions.

TERMS AND CONDITIONS

1. <u>Services.</u> Pursuant to O.C.G.A. §36-64-4, LaGrange, Hogansville, West Point and County agree to jointly provide, establish, maintain and conduct a recreation system and jointly use or acquire property for and establish and maintain playgrounds, recreation centers, parks, and other recreational facilities and activities for the benefit of people residing within LaGrange, Hogansville, West Point and the unincorporated areas of the County.

2. <u>Commencement and Duration</u>. This Agreement shall commence as of July 1, 2001 and continue through June 30, 2002, unless sooner terminated as hereafter provided. Thereafter, this Agreement shall automatically renew on a year to year basis, provided that

4.

LaGrange, Hogansville, West Point and County budget and appropriate funding for the continued operation of the joint recreation system for each renewal term of this Agreement. In the event that either LaGrange, Hogansville, West Point or County should fail to budget and appropriate funding for any renewal term of this Agreement, then this Agreement shall terminate.

3. <u>Troup County Parks & Recreation Commission</u>. The Joint Recreation System created by this Agreement shall be operated and administered by the Troup County Parks & Recreation Commission (the "Commission") which shall establish, provide, conduct and supervise recreational programs and manage public parks and recreational facilities owned or controlled by LaGrange, Hogansville, West Point and/or County, or as hereafter may be acquired by LaGrange, Hogansville, West Point and/or County, all for the benefit of persons residing within LaGrange, Hogansville, West Point and unincorporated areas of the County.

4. <u>Personnel</u>. The Commission personnel shall consist of all persons currently employed under the direction of Troup County Parks & Recreation Commission, all of whom are employees of LaGrange, together with all persons employed by the recreation departments of Hogansville and West Point. All Commission personnel shall become the employees of the County and all future personnel for the Commission will be employed by County with the benefits typically provided to County employees. 5. <u>Supervisory Board.</u> The Commission shall be supervised and governed by a seven (7) member board, each member of which shall be a resident of Troup County, LaGrange, Hogansville or West Point. The terms of office shall be three (3) years or until each member's successor is appointed and qualified, and the members shall be appointed as follows: two (2) by the Mayor and Council of LaGrange, one (1) of which shall be an elected member of the Council; two (2) by the Troup County Board of Commissioners, one (1) of which shall be an elected County Commissioner; one (1) by the Troup County Board of Education, who shall be an elected member of the Board of Education; one (1) by the Mayor and Council of Hogansville; and one (1) by the Mayor and Council of West Point.

6. <u>Recreational Equipment and Supplies.</u> All recreational equipment and supplies presently used by Troup County Parks & Recreation Commission, as well as all recreational equipment and supplies presently used for maintenance and operation of Hogansville and West Point recreational programs, parks and facilities shall be assigned to County, together with any additional or replacement recreational equipment and supplies acquired hereafter for the use of the Troup County Parks & Recreation Commission.

7. <u>Real Property.</u> Fee simple title to all recreational real estate and improvements thereon shall remain unchanged. Unless

otherwise agreed in writing, title to recreational real estate subsequently acquired for use by the Commission shall be held in the name of the entity which purchased the same. If any real estate is hereafter purchased with the funds of the Commission then it shall be titled so that each of the parties hereto will own a percentage interest equal to the percentage of the Commission budget paid by such party in accordance with Section 8 of this Agreement, figured at the time of acquisition. Any developments or improvements of real property owned by the Troup County Board of Education shall be pursuant to a written agreement respecting the same.

For purposes of clarification, a list of recreational real estate to be utilized by the Troup County Parks & Recreation Commission is attached hereto as Exhibit "A".

8. <u>Budget and Funding.</u> The Commission shall submit, on an annual basis, a budget for review and approval to each party then providing funding pursuant to the terms of this Agreement. It is intended that LaGrange, Hogansville, West Point and County will all participate in funding the Commission budget until such time as total funding is provided by County as hereafter set forth.

The "pro rata share" for each party shall be determined by using the information set forth on the most recent available official decennial census report prepared by the Bureau of the Census of the Department of Commerce of the United States of America. More particularly, using such information, the total population of LaGrange, Hogansville, West Point and the unincorporated areas of the County shall be determined for the purpose of determining the total number of persons served by the Commission. The percentage that the population of LaGrange bears to the total number of persons served by the Commission shall be the pro rata share of LaGrange; the percentage that the population of Hogansville bears to the total number of persons served by the Commission shall be the pro rata share of Hogansville; the percentage that the population of West Point bears to the total number of persons served by the Commission shall be the pro rata share of West Point; and the percentage that the population of County bears to the total number of persons served by the Commission shall be the pro rata share of

For the period beginning July 1, 2001 and ending June 30, 2002, County shall pay its pro rata share of the final Commission budget together with one-third (1/3) of the pro rata share of LaGrange, Hogansville and West Point. LaGrange, Hogansville and West Point shall each fund two-thirds (2/3rds) of its pro rata share of the final Commission budget for that time period.

For the time period beginning July 1, 2002 and ending June 30, 2003, County shall fund its pro rata share of the final Commission budget along with two-thirds (2/3rds) of the pro rata share of LaGrange, Hogansville and West Point. LaGrange, Hogansville and West Point shall each fund the remaining one third (1/3) of its pro rata share of the final Commission budget for that time period.

For the period beginning July 1, 2003 and thereafter, County shall be responsible for funding one hundred percent (100%) of the final Commission budget.

9. <u>Right to Terminate</u>. Each party to this Agreement shall have the right to withdraw and terminate this Agreement, effective as of the end of the then current fiscal year (ending on June 30), by providing ninety (90) days advance written notice to the other parties, provided, however, that this Agreement shall not terminate until all outstanding and accrued obligations of the Commission are paid and each party has paid its respective percentage of the same. Outstanding and accrued obligations shall include, but are not limited to, expenses incurred due to the layoff or termination of commission employees, including those expenses associated with unemployment claims.

10. <u>Distribution of Assets Upon Termination/Expiration</u>. Upon the termination or expiration of this Agreement, all monies, recreational equipment, supplies, and any other assets contributed by LaGrange, Hogansville, West Point or County or acquired for use by the Commission in administering this Joint Recreation System shall be divided and distributed between LaGrange, Hogansville, West Point and County as follows: (a) items originally contributed by LaGrange, Hogansville, West Point or County shall be returned to the party originally contributing the same; (b) assets acquired after the execution of this Agreement and in furtherance of this Agreement shall be divided, using current valuations, and distributed so that LaGrange, Hogansville, West Point and County shall each receive the same percentage equal to the percentage of the Commission budget paid by such party in accordance with Section 8 of this Agreement, figured at the time such asset(s) was acquired. In the event that LaGrange, Hogansville, West Point and County are unable to agree on a division of the assets or a valuation of the assets, then such assets may be sold at public auction and the proceeds divided in accordance herewith.

11. Effect on Current Agreement. This Agreement shall supersede and replace that Intergovernmental Agreement to Create a Joint Recreation System entered by and between LaGrange and County on December 10, 1996. It is intended that the Troup County Parks & Recreation Commission created pursuant to that agreement shall remain in tact as an administrative unit, with its role expanded as made necessary by the addition of Hogansville and West Point. This Agreement shall not invalidate any actions taken by or on

Continued on next page)

behalf of the Commission pursuant to such former agreement, including the appointment of board members.

IN WITNESS WHEREOF, the parties have set their hands and seals this 19^{44} day of May, 2000.

TROUP COUNTY, GEORGIA By: hairman Attest:

CITY OF LAGRANGE GEORGIA By Attest:

CITY OF HOGANSVILLE, GEORGIA

By: C Mayor

Attest: Clerk

tcountyagree

CITY OF WEST POINT, GEORGIA

By: Mayor Attest:

EXHIBIT "A"

City of LaGrange Ownership:

Calumet Eastside Park Edgewood Park LaGrange City Park Union St. Park Dixie Park Dunson Easy St. Park Granger Park Lindsey St. Park Westside Park Griggs Recreation Center

City of Hogansville Ownership:

Recreation Building – 304 Church St. Senior Center – 304 Church St. McGhee Baseball Field – Church St. Old Gym – 611 ½ East Main St. Tennis Courts – (two) – 611 ½ East Main St. T-Ball Field – Corner of Green St. and Dickinson St. Strozier Field – Boyd Road West End Practice Field – Pine St. Mobley Bridge Road Fields (two) – 2120 Mobley Bridge Road

City of West Point Ownership:

West Point Park 12th Street Park 6th Avenue Park

Joint Ownership - City of LaGrange and County of Troup:

Callaway Stadium

County of Troup Ownership:

Troup County Senior Center Pyne Road Park

Board of Education Ownership w/Parks & Recreation Development:

Rosemont Elementary School Hillcrest Elementary School Mountville Elementary School Long Cane Elementary School Track / Soccer Fields on Fort Drive @ WRMS Long Cane Annex

ATTACHMENT G

INTERGOVERNMENTAL AGREEMENT REGARDING FIRE SERVICE

1. Troup County - Hogansville

INTERGOVERNMENTAL AGREEMENT REGARDING FIRE SERVICE

This Agreement is made and entered into this 19th day of May, 2000, by and between the City of Hogansville, Georgia (hereafter referred to as "Hogansville") and Troup County, Georgia (hereafter referred to as "County").

WITNESSETH:

WHEREAS, County currently provides fire protection services for Hogansville and utilizes a fire station in Hogansville known as Station Number 11 of the Troup County Fire Department; and

WHEREAS, Hogansville desires that County should continue providing such fire protection coverage as hereafter set forth; and

WHEREAS, as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, et seq., the parties have negotiated and have reached an agreement with respect to fire services in Hogansville;

NOW, THEREFORE, for and in consideration of the benefits accruing to the parties hereto, the parties agree as follows:

1.

County shall continue to provide fire protection coverage for Hogansville. In this regard, Hogansville represents and agrees that it has previously transferred to County all of its fire equipment including training records, ISO records, qualified personnel records, one (1) 1983 Ford C-800 fire engine and accouterments, and all firefighting equipment.

2.

It is specifically agreed that all aspects of fire coverage for Hogansville as well as the total operation of Station Number 11 of the Troup County Fire Department shall be under the direction of the Chief of the Troup County Fire Department. The Mayor and Council of Hogansville shall have no direct supervisory authority over any aspect of the fire service. Dispatch services for Station Number 11 shall be through Troup County E-911, unless other arrangements are made by County, and all radios shall operate at a frequency determined by County.

3.

The Troup County Fire Department shall assure fire protection coverage in Hogansville and Station Number 11 at all times.

4.

The Hogansville Water System shall remain the property of Hogansville. However, the Troup County Fire Department shall have the authority to color code, number, test biannually, and review and provide records for all fire hydrants. Maintenance of the water system and the fire hydrants shall remain the entire and sole responsibility of Hogansville.

5.

County shall provide a minimum of six (6) firefighters for Station 11 so that there shall be at least two (2) firefighters per shift at the station house. These firefighters will be certified by state standards and shall be re-certified each year as required by the state. Status of these firefighters shall be monitored by Georgia Firefighter Standards and Training Council. In addition, County shall provide a reserve engine which shall be housed at the fire station.

6.

In addition to the employed firefighters referenced in the preceding section, County shall allocate slots for volunteer positions for Station Number 11. These volunteers shall be hired and compensated in the manner now in effect within the County, or as hereafter amended.

7.

A Troup County Fire Department officer's position shall be based at Station Number 11 for the purpose of maintaining training requirements for the entire County department.

Hogansville shall be responsible for paying the cost of any major equipment

required for the functioning of the building improvements at Station Number 11. County may, in its sole discretion, participate in the acquisition of such equipment. In this regard, any such equipment purchased by Hogansville shall remain the property of Hogansville and any such equipment purchased by County shall remain the property of County. However, all vehicular maintenance shall be provided by the County at the County Shop or as designated by County.

9.

As consideration for the services provided by County, Hogansville shall pay to County an amount determined in the following manner. All costs of operating Fire Station 11, together with any attendant costs, shall be provided in the County budget each year, and once the County budget is determined, Hogansville shall be notified of the budget amount (based upon a maximum of one officer and six firefighters as well as any appropriate capital costs). Thereafter, Hogansville shall pay one-half (½) of this sum (determined each year) as the annual consideration for this contract, however, the maximum increase from one year to the next shall be 5% of the then current budget. Hogansville shall pay this annual consideration in twelve (12) equal installments beginning on July 1 of each year and continuing on the first day of each month thereafter during the initial term, and any renewal term of this contract, unless otherwise agreed upon.

10.

The initial term of this Agreement shall be July 1, 2001 through June 30, 2002. Unless this Agreement is terminated as hereafter provided, this Agreement shall be renewed for successive terms of one (1) year each provided that County shall budget and appropriate funding for each renewal term. In the event that County should fail to budget and appropriate funding for any renewal term, then this Agreement shall terminate.

It is agreed that the payment obligations set forth above in Section 9 of this Agreement shall be phased in over a three year period as hereafter set forth. For the period beginning July 1, 2001 and ending June 30, 2002, Hogansville shall pay one-third of the annual consideration determined in accordance with the preceding Section, and County shall bear the remaining costs. For the time period beginning July 1, 2002 and ending June 30, 2003, Hogansville shall pay two-thirds of the annual consideration determined pursuant to the preceding Section, and County shall bear the remaining cost. For the period beginning July 1, 2003, and thereafter, Hogansville shall be responsible for paying the entire annual consideration calculated in accordance with the preceding Section of this Agreement.

11.

This Agreement may be terminated by either party upon ninety (90) days written notice from one party to the other. Upon termination, Fire Station 11 shall become the sole property of Hogansville. All equipment, material, etc. shall be distributed as provided in Section 8 hereof.

This Agreement is executed this 19th day of May, 2000.

CITY OF HOGANSVILLE ft Clart By! Mayor

Attest: Clerk

TROUP COUNTY, GEORGIA By: Chairman, Board of Commissioners Attest: Clerk

tcountyagree

• 22.3

ATTACHMENT H

CONTRACT FOR ANIMAL CONTROL SERVICES

1. Troup County - West Point

STATE OF GEORGIA, COUNTY OF TROUP.

CONTRACT FOR SERVICES

1

KNOW ALL MEN BY THESE PRESENTS, that the City of West Point, hereinafter called the "City", and Troup County, Georgia, hereinafter called "County", have contracted and agree as follows:

This contract shall be in effect for the period from the <u>17</u> day of <u>March</u>, 1997, through the <u>16</u> day of <u>March</u>, 1998. At the end of said period, this contract may be renewed by mutual agreement of the parties for successive one year periods.

The County shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the City.

The County agrees to comply strictly with the laws of the State of Georgia while performing under the terms of this agreement.

The City agrees to pay to the County for the initial term of this contract, the sum of \$17,500.00, due in one lump sum upon the execution of this agreement. In future successive terms, payments will be made in twelve equal monthly payments on or before the 15th of each month, and County agrees in consideration therefor to provide the City the following services:

(1) Provide and maintain within the Troup County Marshal's Office a program for Citywide Animal Control including, but not limited to, the capturing of stray dogs, issuance of citations for violation of the City's Animal Control Ordinance, responding to emergency situations regarding animals, providing the City with timely reports of activities carried out within the City;

(2) Seek and endeavor to educate the citizens of West Point on the Animal Control Ordinance and proper adherence thereto.

(3) Gather, keep updated research and distribute information regarding the neutering of animals and other methods of reducing the population of stray or abandoned animals.

The City agrees to provide the County:

(1) Assistance when County personnel are confronted with dangerous or potentially dangerous situations.

(2) Provide said County personnel with sufficient office space to prepare the forms necessary to complete the citations and other documents that are necessary and a part of this assignment.

(3) To provide for the transportation and housing of any and all animals captured under this agreement.

It is mutually understood that this agreement is intended to provide for said animal control on a part-time basis to approximate twenty hours per week. Both parties understand and hereby acknowledge that there will be certain week to week variations in the time spent within the City. Should either party feel that an inequitable or disproportionate allocation of resources are being delivered to either party, it shall be the duty of the Chief Administrative Officers of both parties to negotiate as necessary to bring said allocation of resources in compliance with the terms and intent of this agreement.

WITNESS our hands and seals this *j2^m*day of March, 1997.

and De Norto

CITY OF WEST POINT

By: Statt a. Hugely

tcouco01.wpd
ATTACHMENT I

CONTRACT FOR AMBULANCE SERVICES

1 Troup County (to include LaGrange) – American Medical Response (AMR) 2 Hogansville – Health Star

STATE OF GEORGIA COUNTY OF TROUP

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this $1 \le 7$ day of $3 \le$

WHEREAS, the Board of Commissioners is the governing authority of Troup County and is desirous of protecting the health and welfare of its citizens by affording the prompt and adequate routine and emergency ambulance service for the sick, lame and injured of Troup County, Georgia; and

WHEREAS, Contractor is desirous of furnishing the citizens of Troup County, Georgia with routine and emergency ambulance service; and

WHEREAS, Contractor has provided emergency ambulance service to the citizens of Troup County, Georgia and represents to the "County" that it can and will continue to furnish the equipment and manpower necessary to provide such ambulance service to the County in the future;

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by the "County" to the Contractor and in consideration of the mutual covenants and agreements of the Parties herein contained, said parties do covenant, agree and contract as follows:

1

The Contractor will provide and furn County, Georgia; with the exception (unless authorized to do so under oth twelve (12) months commencing on J sooner terminated, under the terms of automatically renew for a total of thr provided that the "County" prior to the appropriate sufficient funds for the s obligations of the "County" arising u 30 of the following year.

ance services as hereinafter specified within Troup orporated areas of West Point and Hogansville sent). The initial term of this Agreement shall be and and june 30, 1999 at midnight, unless ment. Thereafter, this Agreement shall essive enewal terms of twelve (12) months each mied commencement of each renewal term, purpose of fulfilling the respective financial his Agreement during that renewal term. Each renewal term for which funds are app ted will commence on July 1 and extend through June

2.

It is the intent of the Parties hereto that the relationship of the "Contractor" to the "County" is that of an independent contractor. Neither the "Contractor" nor the agents, employees or servants of the "Contractor" shall be deemed to be the employee, agent or servant of the "County", which is interested only in the results obtained under this Contract and the manner and means of conducting the work and providing the services hereunder are under the sole supervision and control of the "Contractor". Any benefits provided by the "County" to its respective employees, including but not limited to worker's compensation insurance and unemployment insurance are not available to the "Contractor". The "Contractor" is and will be solely and entirely responsible for acts of its agents, employees, servants and subcontractors during the performance of this contract.

1.

The "Contractor" agrees to and will save and hold the "County" free and harmless from any and all loss or damage of any nature whatsoever arising out of the ownership, maintenance, operation and use of the ambulances provided and operated by the "Contractor" hereunder. This hold harmless agreement shall include any action, claim or demand made against the "County" as the result of any action, error or omission made by the "Contractor", its agents, servants and employees. In furtherance thereof, the "Contractor" shall provide liability insurance coverage with limits not less than Five Million Dollars (\$5,000,000.00) because of bodily injury or damage to the property of others in any one accident. In addition thereto, the "Contractor" shall provide and maintain malpractice and/or professional liability insurance coverage with limits not less than Five Million Dollars (\$5,000,000.00) per person for injury to two or more persons for each occurrence. The deductible for these insurance policies shall be no more than One Hundred (\$100.00). The "contractor" further agrees to provide workers compensation insurance as required by state law. The "Contractor" agrees to provide and maintain such insurance coverage during the term of this Contract and shall deposit and maintain with the Board of Commissioners of Troup County a certificate of insurance from an insurance company, acceptable to "County" authorized to do business in the State of Georgia showing that the "Contractor" has complied with the provisions hereof and has in force the insurance coverage required hereby.

4.

The "Contractor" shall at all times comply with the traffic laws and ordinances applicable to and which may be in force in Troup County and shall comply will all laws, rules and regulations applicable to routine and/or emergency ambulance service of Troup County, the State of Georgia and the United States and particularly the rules and regulations for ambulance service of the State of Georgia, Department of Human Resources, as the same now exist or may hereafter be

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3.

amended. Additionally, the "Contractor" shall obtain and maintain during the initial or any renewed term of this contract, a permit to operate an emergency vehicle under the laws of the State of Georgia.

5.

In furtherance of the intent and purpose of this Contract, the "Contractor" covenants and agrees as follows:

- (a) The "Contractor" will furnish five (5) fully equipped ambulances, three (3) of which will not be more than sixty (60) months old during the contract.
 (Remounted vehicles will be deemed new the date that the chassis was originally titled to the Contractor"). Said ambulances shall meet all laws and regulations applicable thereto adopted by appropriate governmental bodies.
- (b) Three (3) of such ambulance units shall be staffed, ALS equipped, dedicated to handle emergency and non-emergency calls and be available for service twentyfour (24) hours per day, seven (7) days a week, and the two (2) additional ALS units shall be available for service in the event any of the three (3) full service units are out of service for any reason including but not limited to repairs or during a major disaster. Additionally, the "Contractor" will staff one (1) of the two-(2) reserve ambulance vehicles Monday through Friday during peak call times, as needed.
- All ambulance units shall be equipped with two-way radios capable of operating on the City of LaGrange police frequency and Troup County sheriff frequency.
 Troup County E-911 will do all emergency ambulance dispatch at no cost to the

4

"Contractor".

(d) The "Contractor" shall provide personnel sufficient to staff each ambulance with a driver and attendant, each of whom shall be trained in accordance with the minimum training standards set forth by the State of Georgia, Department of Human Resources, Division of Physical Health, and shall be so certified. At least one (1) of these two (2) people, on each ambulance must have additional training to the level of "Paramedic", and shall be so licensed by the State of Georgia, Composite State Board of Medical Examiners. Personnel shall be maintained on duty sufficient to operate three (3) units at all times, and the fourth (4) unit during peak load times, as needed.

It is the intent of this provision that three (3) fully manned emergency ambulance units shall be available and on duty for response to a call for ambulance service twenty-four (24) hours per day, seven (7) days per week, and that two (2) of the three units be in Troup County, available for emergency ambulance calls at all times.

- (e) The "Contractor" shall maintain a minimum of three (3) ambulance sub-stations for the term of the contract. Any, change in sub-station must be approved by "County", in advance.
- (f) All on duty shall be staffed and equipped to provide Advanced Life Support services, as described in Section 290-5-30 of the rules of the Department of Human Resources Public Health Office of Emergency Medical Services.

The rates charged by the "Contractor" for routine and emergency ambulance services within the area covered by this Contract shall be:

Base Rate ALS\$350.00Base Rate ALS\$200.00Non-Emergency\$5.50

Patient Loaded Mile Waiting Time \$20.00

1/4 hour

*All rates include supplies and equipment used.

7.

The "Contractor" shall retain all moneys collected for ambulance service, in accordance with the terms of this Contract. The "Contractor" further agrees to accept assignment of all Medicare and Medicaid benefits for all covered services for Troup County

8.

The "Contractor" shall keep and maintain a log reflecting all calls made and received, an accurate record of costs and expenses in the operation of the ambulance service contemplated hereby which shall be open for inspection or audit by the "County" at any time during normal business hours and within ninety (90) days after June 30th of each year of this Contract. The "Contractor" shall upon request, provide to the Board of Commissioners of Troup "County" a Review Level Operation Statement prepared by a certified public accountant which accurately and fairly reflects the financial operation of the emergency and

6.

routine ambulance service contemplated hereby.

9.

Recognizing that the "County" pursuant to the provisions hereof are expending public funds to provide ambulance service to the citizens of Troup County and that the expenditure of public funds carries with it corresponding responsibilities, the Manager of the "County" or its designated agent or representative shall have the right to inspect, at any time during reasonable business hours, any or all of the books or records or any or all of the equipment of the "Contractor" pertaining to Troup County ambulance service operations and the "Contractor" specifically agrees that this right of inspection shall not be unreasonably withheld or interfered with by the "Contractor" or its agent, officers or employees.

10.

It is understood and agreed that American Medical Response will be and continue as the majority stockholder of the "Contractor". American Medical Response will provide a Vice-President of such Corporation, who is suitably qualified to operate this ambulance service, and who will be responsible for compliance with and performance of the terms of this contract. This contract may not be assigned without prior written consent by the "County" to any person or business. Provided further that no trustee in bankruptcy or receiver for the benefit of creditors or any other person, firm or corporation will have any rights under this contract as a result of any default on behalf of the "Contractor" or American Medical Response.

11.

For the performance of this Contract and the furnishing of the services contemplated hereby, the "Contractor" shall be paid the sum of One Hundred Fifty Six Thousand Four Hundred Thirty Two Dollars (\$156,432.00), said amount to be paid at the rate of Thirteen Thousand Thirty Six Dollars (\$13, 036.00) each month. Payments shall be made on or before the tenth (10th) day of

7

the each month beginning July, 1998.

12.

Should "Contractor", for whatsoever reason, loose or forfeit its designation as 911 zone provider in Troup County, then this contract shall immediately become null and void.

13.

This writing contains the entire agreement between the Parties and all oral agreements or understandings are incorporated herein. This Agreement shall not be altered, changed or amended, except in writing signed by all of the Parties hereto.

14.

The incorporated areas of West Point and Hogansville in Troup County are excluded from coverage under this Contract because these municipalities now have available to their respective citizens ambulance service independent of this Contract. In the event either or both of said cities shall desire during the initial or any renewed term of this Contract, to participate in the emergency ambulance service provided under this Contract, such participation shall require the concurrent approval of the "County" and the "Contractor" named herein. Any municipality desiring to participate shall provide written notice thereof to the "County" and the "Contractor" and if the parties otherwise approve such participation, then the municipality will not become a party to this Contract unless or until the "County" and "Contractor" shall negotiate and agree upon the terms of participation.

8

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on the day and year first above written.

Board of C oners of Troup County BY: Chairman

(CORPORATE SEAL)

ATTEST Clerk

Signed, sealed and delivered In the presence of:

Motary Public Notary Public, Troup County, Georgia My Commission Expires Oct. 26, 1989

American Medical Response, Inc. BY: Vice-President of Operations-Georgia

(CORPORATE SEAL)

ATTEST:

Operations Manager

Signed, sealed and delivered In the presence of:

M

Notary Public, Cobb County, Georgi:. My Commission Expires May 3, 2002



This agreement entered into between the City of Hogansville, a municipality existing under the laws of the State of Georgia, (hereinafter called "City"), acting by and through it's duly appointed City Manager and Health Star Ambulance Service, Inc., (hereinafter called "Health Star") on the 15th day of September, 1999, in duplicate original form.

Whereas the City desires to provide it's citizens with emergency medical treatment of those injured and sick with transportation of the same to a proper health care facility; and

Whereas Health Star is a State licensed Emergency Medical Services (EMS) provider, and desires to provide the City with EMS services; and,

Whereas in furtherance of this desire, and for the benefit of each other, the parties agree as follows:

1. Health Star shall provide emergency response and transportation (hereinafter referred to as Ambulance Services) of injured and sick individuals with in the area known as the State of Georgia Department of Human Resources Region Four Zone, (hereinafter referred to as "Zone") which is located in around the City of Hogansville, Georgia.

2. In providing such Ambulance Services, Health Star shall provide at all times, at least one (1) emergency vehicle stationed in and around the City of Hogansville, with a fully licensed emergency transport vehicle (Ambulance) and a fully trained and licensed crew of two individuals al with advanced life support (ALS) capability.

3. The emergency service provided by Health Star shall be for a period of twenty-four hours per day, seven days per week, beginning September 15, 1999 and shall continue uninterrupted for a period of three (3) years therefrom.

4. In the event that an additional emergency vehicle and personal to man such vehicle (hereinafter

referred to as "Back-up") with ALS capability; as may be needed and necessary from time to time, to carry out the terms of this agreement.

5. The City shall provide Health Star, at no cost to Health Star, the exclusive use of the existing ambulance station with crew quarters on Hightower Road, for Health Star's use as base of operation. The City shall also reimburse Health Star or shall pay up to the sum of Three hundred dollars (\$300.00) per month for any utility bills incurred by Health Star for said use of the ambulance station on Hightower Road.

6. The City shall also provide and allow for the exclusive use by Health Star of the existing emergency transport vehicle at the Hightower Road location, a 1990 F350, Type 1, First Response vehicle, for Health Star's discretionary use of same. Health Star shall bear all expenses

in the maintenance and use of the vehicle.

7. Both the City and Health Star agree and expect that the Troup County Fire Department will continue to provide the Zone with emergency first response and extrication services, while Health Star shall provide emergency treatment and transportation of the injured and sick to the local hospital only.

8. Health Star's Ambulance shall be dispatched to those in need of emergency transportation care by the Troup County's 911 system dispatcher. Dispatching service shall be provided to Health Star, at no cost, for a period of twenty-four hours per day, seven days per week, for and during the entire period of this contract.

9. In providing emergency transportation services within the Zone, Health Star shall bill any and all individuals who use the emergency service, so provided hereunder by Health Star. The rate or cost of the service provided hereunder by Health Star shall be established by Health Star, and billed directly by Health Star, to the patients who utilized the emergency service. It is expressly provided and agreed that at no time will Health Star bill the City for such service, nor shall City be responsible for payment of such service by Health Star hereunder.

10. Health Star agrees to maintain an amount of liability insurance as required by state law and applicable to Ambulance providers and agrees to name the City as an additional insured on a policy of insurance and Health Star agrees to hold the City, and all City officials harmless for same. Proof of existence of the insurance policy shall be provided by Health Star to the City from time to time as the City requires.

11. At all such times under and pursuant to this contract for services, Health Star shall remain licensed by the State of Georgia as an Ambulance provider and all such employees of Health Star who furnish emergency medical services hereunder, shall be licensed by and pursuant to the standards as maybe required by the State of Georgia.

12. All such expenses necessary to carry out the terms of the contract, including payroll expense, insurance, vehicle maintenance and gasoline expenses, shall be the responsibility of and paid for by Health Star and the City shall be held harmless for same.

13. The parties agree that this contract for emergency transportation services shall be terminated early by either party by furnishing certified notice to the other party at the addresses set out below, within sixty (60) days of such termination date.

Health Star Ambulance Service P.O. Box 323 Griffin, Georgia 30224

City of Hogansville 400 East Main Street Hogansville, Georgia 30230

14. At present, the City is under contract with another provider for Ambulance service in the Zone and it is anticipated that the City will terminate the existing contract with such Ambulance Service provider on or before September 15, 1999, and this contract is made in anticipation of and is contingent upon this event occurring.

15. This is the entire agreement of the parties and no other conditions or provisions shall apply. This agreement shall not be modified unless such modification is in writing and signed by both parties hereto. This agreement in all respects shall be construed according to and under the laws of the State of Georgia.

16. This agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

17. Where such prior approval is necessary, the parties hereto agree to immediately seek such approval of this agreement with each and every entity that may be required for such approval of this agreement including, but not limited to all City, County and State officials.

Thomas D. Mobley, President Health Star Ambulance Service, Incorporated

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David Aldrich City Manager City of Hogansville, Georgia

ATTACHMENT J

JAIL AGREEMENTS

1 Troup County – LaGrange 2 Troup County – Hogansville

LAGRANGE/TROUP COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 10^{+-} day of <u>Denver</u>, 1996, between and among **TROUP COUNTY**, a political subdivision of the State of Georgia, hereinafter called "the County", the **CITY OF LAGRANGE**, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the **SHERIFF OF TROUP COUNTY**, hereinafter called "the Sheriff".

WITNESSETH

WHEREAS, the City desires to contract with the County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, the County constructed a jail to serve the people of Troup County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Troup County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for LaGrange and Troup County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit OBTS; and (#) to complete intake booking procedures.
- (b) "The County" shall mean Troup County.
- (c) "The City" shall mean the City of LaGrange.
- (d) The "County Commission" shall mean the Board of Commissioners of Troup County, Georgia.
- (e) "County Manager" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the LaGrange City Council.
 (g) The "City Council" shall mean the LaGrange City Council.

-2-

- (h) "Jail" shall mean the Troup County Jail located at 130Sam Walker Drive, LaGrange, Georgia.
- "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Troup County, or the person designated by him to have supervision of the Jail.
- (k) "Sheriff" is the Jailer of Troup County, Georgia.
- (1) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

TERM. This term of agreement shall be one year beginning January 1, 1997. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

-3-

OBLIGATIONS OF CITY. The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. In addition to the usual information obtained and records maintained with respect to inmates detained by Troup County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (e) the date of commitment to the Jail;

(f) under what order discharged.

Transportation of Inmates to and from the Jail to Troup County Court only shall be performed by the Sheriff's Department and the expense thereof shall be borne by the County. Transportation to and from City Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

-4-

5.

SUPERVISION BY SHERIFF. All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

8.

COST ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. The County and the Sheriff will only provide non-prescription medication routinely maintained at jail. All other health care expenses including security, transportation, medical or prescription expenses shall be billed to

-5-

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City. The decision of when and where medical care shall be provided shall be at the sole discretion of Sheriff or his representative.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that Inmates shall be chargeable to the City until released or booked for violation of State or Federal charges, or bound over by the Municipal Court to the State or Superior Court of Troup County.

10.

PAYMENTS BY CITY. The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be a base payment determined by multiplying the base rate of \$34.50 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment").

The County shall send a monthly bill to the City for the base monthly payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. A bill shall be submitted to the City on or before the 15th day of each month, and payment shall be due and payable on or before the 30th day of each month, for the preceding month's services.

-6-

EXTENSION OF AGREEMENT. This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Manager of the County or of the City.

13.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

| <u>If to the County:</u> | County Manager Troup County Georgia 900 Dallis Street LaGrange, Georgia 30240 |
|--------------------------|--|
| <u>If to the City</u> : | LaGrange City Manager 200 Ridley Avenue P.O. Box 430 LaGrange, Georgia 30230 |

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority. **FULL FORCE AND EFFECT**. The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16.

MEDIATION. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

-8-

ATTEST:

lerk

LaGrange City Council

ATTEST:

Clerk & Board of Commissioners of Troup County, Georgia

Michael

CITY OF LAGRANGE, GEORGIA Seal) Mavor LaGrange City Council

TROUP COUNTY (Seal)

Chairman Board of Commissioners of Troup County, Georgia

_(Seal) Sheriff, Thoup County, Georgia



HOGANSVILLE/TROUP COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this $\underline{\uparrow}^{\mu\nu}$ day of $\underline{\bigcirc}^{\mu\nu}$, 1997, between and among TROUP COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County", the CITY OF HOGANSVILLE, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the SHERIFF OF TROUP COUNTY, hereinafter called "the Sheriff".

WITNESSETH

WHEREAS, the City desires to contract with the County for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, the County constructed a jail to serve the people of Troup County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Troup County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

-1-

NOW THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Hogansville and Troup County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit OBTS; and (3) to complete intake booking procedures.
- (b) "The County" shall mean Troup County.
- (c) "The City" shall mean the City of Hogansville.
- (d) The "County Commission" shall mean the Board of Commissioners of Troup County, Georgia.
- (e) "County Manager" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the Hogansville City Council.

-2-

- (g) The "City Council" shall mean the Hogansville City Council.
- (h) "Jail" shall mean the Troup County Jail located at 130Sam Walker Drive, LaGrange, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Troup County, or the person designated by him to have supervision of the Jail.
- (k) "Sheriff" is the Jailer of Troup County, Georgia.
- (1) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

TERM. This term of agreement shall be one year beginning January 1, 1997. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with

-3-

state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

OBLIGATIONS OF CITY. The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. In addition to the usual information obtained and records maintained with respect to inmates detained by Troup County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (d) the date of commitment to the Jail;
- (e) under what order discharged.

Transportation of Inmates to and from the Jail to Troup County Court only shall be performed by the Sheriff's Department and the expense thereof shall be borne by the County. Transportation to and from City Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so

-4-

collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

6.

SUPERVISION BY SHERIFF. All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

8.

<u>COST ATTENDANT TO CUSTODY</u>. The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. The County and the Sheriff will only provide non-prescription medication routinely maintained

-5-

at Jail. All other health care expenses including security, transportation, medical or prescription expenses shall be billed to City. The decision of when and where medical care shall be provided shall be at the sole discretion of Sheriff or his representative.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that Inmates shall be chargeable to the City until released or booked for violation of State or Federal charges, or bound over by the Municipal Court to the State or Superior Court of Troup County.

10.

PAYMENTS BY CITY. The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be a base payment determined by multiplying the base rate of \$34.50 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment").

The County shall send a monthly bill to the City for the base monthly payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. A bill shall be submitted to the City on or before the 15th day of each month, and payment shall be due and payable on or before the 30th day of each month, for the preceding month's services.

-6-

EXTENSION OF AGREEMENT. This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

11.

12.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Manager of the County or of the City.

13.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

| <u>If to the County</u> : | County Manager Troup County Georgia 900 Dallis Street LaGrange, Georgia 30240 |
|---------------------------|--|
| <u>If to the City</u> : | Hogansville City Manager 301 East Main Street Hogansville, Georgia 30230 |

14.

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

-7-

FULL FORCE AND EFFECT. The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16.

MEDIATION. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

Clerk

Hogansville City Council

CITY OF HOGANSVIELE, GEORGIA DODN Seal) Mayor Hogansville City Council

ATTEST:

Board of Commissioners of Troup County, Georgia

ail &

Witness

TROUP (Seal)

Chairman Board of Commissioners of Troup County, Georgia

(Seal) Sheriff, Troup County, Georgia

ATTACHMENT K

PWC INMATE DETAIL CONTRACTS

1. Troup County - LaGrange (2 Agreements)

2. Troup County - Hogansville

3. Troup County - West Point

CONTRACT

City of LaGrange INMATE CREW # 1

State of Georgia, County of Troup.

This Agreement is made and entered into this $\underline{9'}$ day of $\underline{Ma_{7}}$, $\underline{2990}$, by and between TROUP COUNTY, GEORGIA (hereinafter referred to as "County"), and City of LaGrange, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is desirous of obtaining work for certain convicted inmates held within its custody; and

WHEREAS, the City is desirous of having an inmate crew to assist in the maintenance of city streets and other public properties, etc.;

NOW, THEREFORE, for and in consideration of the mutual promises and the mutual benefits accruing to each of the parties as a result of negotiations and agreements pursuant to the Service Delivery Strategy Act, O.C.G.A. 36-70-20 et seq., the parties hereby agree as follows:

ARTICLE I SERVICES PROVIDED BY COUNTY

1.1 The County agrees that it will supply one (1) work detail for the purpose of carrying out the labor and services contemplated by this Agreement. The work detail to be supplied shall consist of one (1) full-time Correctional Officer, and between six (6) to eight (8) inmates inclusively.

1.2 The work detail provided by County shall under normal circumstances, departmental policy of the County permitting, work

within the regular work hours and under same conditions as employees of the City. The work detail may be called by City in the event of inclement weather conditions or other emergency conditions provided that the appropriate County official shall concur and approve of the City's request.

1.3 During the performance of this Agreement, the County shall be responsible for maintaining custody, feeding, clothing, and providing medical and hospital care for the inmates. The County shall likewise be responsible for assuring discipline of the inmates and overseeing the work to be performed.

1.4 The County shall be responsible for the safety of the inmates during the performance of the work contemplated hereunder, and shall also be responsible for transporting the inmates to and from work sites in a vehicle to be furnished by City.

ARTICLE II RESPONSIBILITIES OF THE ENTITY

2.1 The City shall furnish all equipment and tools and safety equipment to be used by the inmate work crew during the performance of the work contemplated hereunder. Further, the City shall be responsible for the maintenance of all such equipment and tools and safety equipment and shall be responsible for the damage or loss of any or all such equipment and tools.

2.2 The City shall provide a vehicle for the transportation of the inmate work crew and a Correctional Officer to and from the work sites and the place of detention and shall ensure the safe operating condition of said vehicle. Said vehicle shall conform to the Department of Corrections standard operating procedures.

The City shall oversee and supervise the work being 2.3 performed, although no employee of City of LaGrange shall exercise immediate direction, supervision or control over any inmate, which said responsibility shall remain with the County employees. Correctional Officers and officials, its and Instructions given by the City as to work to be performed shall be communicated to the Correctional Officer having immediate custody and supervision over the inmates, and said Correctional Officer shall thereafter direct the inmates accordingly.

2.4 In the required transport vehicle to be provided by the City, the City shall also provide a mobile radio, which is compatible with the County's communication system.
ARTICLE III TERMINATION

This Contract assumes the availability of convicted 3.1 detail comprise the inmate work sufficient to inmates contemplated by this Agreement and also the availability of a Correctional Officer. If, for reasons beyond the reasonable control of the County, such inmates are not available or a correctional officer satisfactory to County is not available, then County may, at its option, terminate this agreement immediately.

3.2 In the event that this Agreement should, for any reason, be construed as illegal or improper, due to any revised regulations of the Department of Corrections or the issuing of any Court opinions relating to appropriate activities for inmates, then, in such event, the County shall be authorized to immediately terminate this Agreement.

ARTICLE IV EXTENSION OF TERM

4.1 This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted as of the day and year above written.

| TROUP COUNTY | |
|---------------------------------|---------------|
| | |
| By: | |
| Chairman, Troup County Board of | Commissioners |
| Y = Y Hoa. | |
| Attest: Jourse & Than | |
| Clerk | |
| | |
| City of LaGrange | |
| By: (A Bhh | there are a |
| Mayor | |
| Mayor | |
| Attest: | Table 1 |
| Clerk | |
| | |





CONTRACT

City of LaGrange INMATE CREW # 2

State of Georgia, County of Troup.

This Agreement is made and entered into this $\underline{9^{-}}$ day of $\underline{Ma_{2}}$, $\underline{2333}$, by and between TROUP COUNTY, GEORGIA (hereinafter referred to as "County"), and City of LaGrange, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is desirous of obtaining work for certain convicted inmates held within its custody; and

WHEREAS, the City is desirous of having an inmate crew to assist in the maintenance of city streets and other public properties, etc.;

NOW, THEREFORE, for and in consideration of the mutual promises and the mutual benefits accruing to each of the parties as a result of negotiations and agreements pursuant to the Service Delivery Strategy Act, O.C.G.A. 36-70-20 et seq., the parties hereby agree as follows:

ARTICLE I SERVICES PROVIDED BY COUNTY

1.1 The County agrees that it will supply one (1) work detail for the purpose of carrying out the labor and services contemplated by this Agreement. The work detail to be supplied shall consist of one (1) full-time Correctional Officer, and between six (6) to eight (8) inmates inclusively.

1.2 The work detail provided by County shall under normal circumstances, departmental policy of the County permitting, work

within the regular work hours and under same conditions as employees of the City. The work detail may be called by City in the event of inclement weather conditions or other emergency conditions provided that the appropriate County official shall concur and approve of the City's request.

1.3 During the performance of this Agreement, the County shall be responsible for maintaining custody, feeding, clothing, and providing medical and hospital care for the inmates. The County shall likewise be responsible for assuring discipline of the inmates and overseeing the work to be performed.

1.4 The County shall be responsible for the safety of the inmates during the performance of the work contemplated hereunder, and shall also be responsible for transporting the inmates to and from work sites in a vehicle to be furnished by City.

ARTICLE II RESPONSIBILITIES OF THE ENTITY

2.1 The City shall furnish all equipment and tools and safety equipment to be used by the inmate work crew during the performance of the work contemplated hereunder. Further, the City shall be responsible for the maintenance of all such equipment and tools and safety equipment and shall be responsible for the damage or loss of any or all such equipment and tools.

2.2 The City shall provide a vehicle for the transportation of the inmate work crew and a Correctional Officer to and from the work sites and the place of detention and shall ensure the safe operating condition of said vehicle. Said vehicle shall conform to the Department of Corrections standard operating procedures.

2.3 The City shall oversee and supervise the work being performed, although no employee of City of LaGrange shall exercise immediate direction, supervision or control over any inmate, which said responsibility shall remain with the County and its officials, Correctional Officers and employees. Instructions given by the City as to work to be performed shall be communicated to the Correctional Officer having immediate custody and supervision over the inmates, and said Correctional Officer shall thereafter direct the inmates accordingly.

2.4 In the required transport vehicle to be provided by the City, the City shall also provide a mobile radio, which is compatible with the County's communication system.

ARTICLE III TERMINATION

3.1 This Contract assumes the availability of convicted inmates sufficient to comprise the inmate work detail contemplated by this Agreement and also the availability of a Correctional Officer. If, for reasons beyond the reasonable control of the County, such inmates are not available or a correctional officer satisfactory to County is not available, then County may, at its option, terminate this agreement immediately.

3.2 In the event that this Agreement should, for any reason, be construed as illegal or improper, due to any revised regulations of the Department of Corrections or the issuing of any Court opinions relating to appropriate activities for inmates, then, in such event, the County shall be authorized to immediately terminate this Agreement.

ARTICLE IV EXTENSION OF TERM

4.1 This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted as of the day and year above written.

| TROUP COUNTY | |
|--|---------------|
| By: De | |
| Chairman, Troup County Board of | Commissioners |
| Attact de la la la la | |
| Attest: dense d. Hagy Clerk | |
| 00 | |
| City of LaGrange | |
| By: 1 MAL That | |
| Mayor | |
| little of the second se | |
| Attest: | |
| | |

CONTRACT

City of Hogansville INMATE CREW # 1

State of Georgia, County of Troup.

This Agreement is made and entered into this 12 day of May, 2000, by and between TROUP COUNTY, GEORGIA (hereinafter referred to as "County"), and City of Hogansville, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is desirous of obtaining work for certain convicted inmates held within its custody; and

WHEREAS, the City is desirous of having an inmate crew to assist in the maintenance of city streets and other public properties, etc.;

NOW, THEREFORE, for and in consideration of the mutual promises and the mutual benefits accruing to each of the parties as a result of negotiations and agreements pursuant to the Service Delivery Strategy Act, O.C.G.A. 36-70-20 et seq., the parties hereby agree as follows:

ARTICLE I SERVICES PROVIDED BY COUNTY

1.1 The County agrees that it will supply one (1) work detail for the purpose of carrying out the labor and services contemplated by this Agreement. The work detail to be supplied shall consist of one (1) full-time Correctional Officer, and between six (6) to eight (8) inmates inclusively.

1.2 The work detail provided by County shall under normal circumstances, departmental policy of the County permitting, work

within the regular work hours and under same conditions as employees of the City. The work detail may be called by City in the event of inclement weather conditions or other emergency conditions provided that the appropriate County official shall concur and approve of the City's request.

1.3 During the performance of this Agreement, the County shall be responsible for maintaining custody, feeding, clothing, and providing medical and hospital care for the inmates. The County shall likewise be responsible for assuring discipline of the inmates and overseeing the work to be performed.

1.4 The County shall be responsible for the safety of the inmates during the performance of the work contemplated hereunder, and shall also be responsible for transporting the inmates to and from work sites in a vehicle to be furnished by City.

ARTICLE II RESPONSIBILITIES OF THE ENTITY

2.1 The City shall furnish all equipment and tools and safety equipment to be used by the inmate work crew during the performance of the work contemplated hereunder. Further, the City shall be responsible for the maintenance of all such equipment and tools and safety equipment and shall be responsible for the damage or loss of any or all such equipment and tools.

2.2 The City shall provide a vehicle for the transportation of the inmate work crew and a Correctional Officer to and from the work sites and the place of detention and shall ensure the safe operating condition of said vehicle. Said vehicle shall conform to the Department of Corrections standard operating procedures.

2.3 The City shall oversee and supervise the work being performed, although no employee of City of Hogansville shall exercise immediate direction, supervision or control over any inmate, which said responsibility shall remain with the County and its officials, Correctional Officers and employees. Instructions given by the City as to work to be performed shall be communicated to the Correctional Officer having immediate custody and supervision over the inmates, and said Correctional Officer shall thereafter direct the inmates accordingly.

2.4 In the required transport vehicle to be provided by the City, the City shall also provide a mobile radio, which is compatible with the County's communication system.

ARTICLE III TERMINATION

3.1 This Contract assumes the availability of convicted inmates sufficient to comprise the inmate work detail contemplated by this Agreement and also the availability of a Correctional Officer. If, for reasons beyond the reasonable control of the County, such inmates are not available or a correctional officer satisfactory to County is not available, then County may, at its option, terminate this agreement immediately.

3.2 In the event that this Agreement should, for any reason, be construed as illegal or improper, due to any revised regulations of the Department of Corrections or the issuing of any Court opinions relating to appropriate activities for inmates, then, in such event, the County shall be authorized to immediately terminate this Agreement.

ARTICLE IV EXTENSION OF TERM

4.1 This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted as of the day and year above written.

• • •

TROUP COUNTY Зу: Chairman, Troup County Board of Commissioners Attest: റ്പ Clerk City of Hogansville x. By: Mayor Attest: Clerk

CONTRACT

City of West Point INMATE CREW # 1

State of Georgia, County of Troup.

This Agreement is made and entered into this <u>3044</u> day of <u>May</u>, <u>2000</u>, by and between TROUP COUNTY, GEORGIA (hereinafter referred to as "County"), and City of West Point, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is desirous of obtaining work for certain convicted inmates held within its custody; and

WHEREAS, the City is desirous of having an inmate crew to assist in the maintenance of city streets and other public properties, etc.;

NOW, THEREFORE, for and in consideration of the mutual promises and the mutual benefits accruing to each of the parties as a result of negotiations and agreements pursuant to the Service Delivery Strategy Act, O.C.G.A. 36-70-20 et seq., the parties hereby agree as follows:

ARTICLE I SERVICES PROVIDED BY COUNTY

1.1 The County agrees that it will supply one (1) work detail for the purpose of carrying out the labor and services contemplated by this Agreement. The work detail to be supplied shall consist of one (1) full-time Correctional Officer, and between six (6) to eight (8) inmates inclusively.

1.2 The work detail provided by County shall under normal circumstances, departmental policy of the County permitting, work

within the regular work hours and under same conditions as employees of the City. The work detail may be called by City in the event of inclement weather conditions or other emergency conditions provided that the appropriate County official shall concur and approve of the City's request.

1.3 During the performance of this Agreement, the County shall be responsible for maintaining custody, feeding, clothing, and providing medical and hospital care for the inmates. The County shall likewise be responsible for assuring discipline of the inmates and overseeing the work to be performed.

1.4 The County shall be responsible for the safety of the inmates during the performance of the work contemplated hereunder, and shall also be responsible for transporting the inmates to and from work sites in a vehicle to be furnished by City.

ARTICLE II RESPONSIBILITIES OF THE ENTITY

2.1 The City shall furnish all equipment and tools and safety equipment to be used by the inmate work crew during the performance of the work contemplated hereunder. Further, the City shall be responsible for the maintenance of all such equipment and tools and safety equipment and shall be responsible for the damage or loss of any or all such equipment and tools.

2.2 The City shall provide a vehicle for the transportation of the inmate work crew and a Correctional Officer to and from the work sites and the place of detention and shall ensure the safe operating condition of said vehicle. Said vehicle shall conform to the Department of Corrections standard operating procedures.

2.3 The City shall oversee and supervise the work being performed, although no employee of City of West Point shall exercise immediate direction, supervision or control over any inmate, which said responsibility shall remain with the County and its officials, Correctional Officers and employees. Instructions given by the City as to work to be performed shall be communicated to the Correctional Officer having immediate custody and supervision over the inmates, and said Correctional Officer shall thereafter direct the inmates accordingly.

2.4 In the required transport vehicle to be provided by the City, the City shall also provide a mobile radio, which is compatible with the County's communication system.

ARTICLE III TERMINATION

3.1 This Contract assumes the availability of convicted inmates sufficient to comprise the inmate work detail contemplated by this Agreement and also the availability of a Correctional Officer. If, for reasons beyond the reasonable control of the County, such inmates are not available or a correctional officer satisfactory to County is not available, then County may, at its option, terminate this agreement immediately.

3.2 In the event that this Agreement should, for any reason, be construed as illegal or improper, due to any revised regulations of the Department of Corrections or the issuing of any Court opinions relating to appropriate activities for inmates, then, in such event, the County shall be authorized to immediately terminate this Agreement.

ARTICLE IV EXTENSION OF TERM

4.1 This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted as of the day and year above written.

TROUP COUNTY By: <u>Chairman</u>, Troup County Board of Commissioners Attest: Jourse L. Hagy Clerk

City of West Point

By: Billy A. Head Mayor Attest: Mollead Clerk

ATTACHMENT L

SERVICE DELIVERY AREA MAPS

1. Gas Utilities

2. Sewer

3. Water Utilities



EXHIBIT C

Fibe Samices (portour of Mutual Avid) Port of 10/24/02 Amendment to Tomy Sturtery



EXHIBIT D

Fire Services (Mudual Add) Port of 10/24/02 Amedut to Troup Stratery



| TROUP COUNTY BOARD OF TAX ASSESSORS DRAWN BY: PHAEDRA BISHOP UPDATED: DECEMBER 29, 1999 SCALE: 1"=4000' GRID FOR STREET REFERENCE ONLY | 18 18 10 10 10 10 10 10 10 10 10 10 | WHIESHIE D HARRIS COUNTY | DENNIS SMITH RD | A HAMMITON A HAMITON A HAMITO |
|--|--|--|---|--|
| AB | | | LaGrange | |
| GAS UTILITIES | COUNTY ROAD | INDEX MAP | West Point | |
| Abbottsford RoadB-5Burgess RoadG-6County Line RoadH-2Fincher StreetH-4Adoms RoadC-8Burkes Chapel RoadE-7Courtney DriveB-5Finney RoadH-8Airview Drive (Private)D-5Busch DriveF-4Cove RoadB-4First AvenueB-3Albert Bryant RoadE-2Butts Mill RoadH-8Creek Ridge DriveD-3Flat Shoals Church RoadF-8Allen RoadH-1Cadenhead RoadF-7Creek Ridge DriveD-3Flat Shoals Church RoadF-8Almond RoadG-4Callaway Church RoadF-5Cumberland DriveB-5Flog RoadG-8Alwerson RoadG-1Cambridge CourtD-3Dallas Mill RoadH-5Ford DriveD-3Ann Murphy RoadB-8Cameron Pointe CourtC-3Darden RoadC-5Fortester RoadH-5Antioch RoadB-8Cameron Pointe CourtC-3Davis RoadC-8Foster DriveF-5Antioch RoadB-3Cameron Pointe DriveC-3Davis RoadE-5Foxdale CourtC-5Archie LaneH-8Cameron Pointe DriveC-3Davis RoadE-5Foxdale CourtC-5Archie LaneH-8Campy Viola RoadH-4Debra DriveC-5Foxdale CourtC-5Artioth RoadH-1Caney Creek CourtA-4Debra DriveC-5Foxdale DriveC-5Archie LaneH-8Campy Creek CourtA-4Debra Drive | Hannah RoadD-3John Burke RoadH-5Main Street (MTV)HHanson DriveC-5John Harris RoadD-3Maley RoadC-4Hardy RoadG-6John Lovelace RoadF-5Maillard PointD-4Harmon RoadF-4Johnson RoadG-1Mailory DriveF-4Harmony Church RoadB-4Judge Woodyard RoadD-7Mandy Brook DriveF-4Harmony Church RoadG-2Junewood DriveE-3Maple LaneE-6Hawthorne CircleC-5Kate Freeman RoadA-5Maple Ridge DriveD-7Hayes RoadH-1Keith RoadH-3Marchman DriveF-4HaadD-6Kenwood DriveE-3Marshall Williams RoadD-4Heard RoadD-6Kenwood DriveE-3Martha RoadF-1Hearn RoadC-5Kight CircleD-5Martha RoadC-4Heatherbrook DriveB-5Kimbell RoadH-8Martha RoadC-4 | NorthOld Newton RoadB=5Pioneer DriveE=7NorthOverlookD=2Plum Tree DriveC=4NorthNorth Pinebrook CourtC=6Plymouth CourtB=5NorthRoadB=8Plymouth DriveC=5NorthShoreD=3Plymouth PlaceB=5NorthState Line RoadA=3Point North DriveE=1NorthNorth DriveE=3Poole RoadC=3NorthWhatley RoadA=3Pop Reese's RoadC=5NorthWhitewater TrailB=4Poplar CircleE=4Northfield DriveE=4Post Oak DriveB=5Norwood RoadG=1Potts RoadB=7Oak Grove RoadF=7Power Plant RoadG=1 | Running Creek DriveA-4South Upland CourtC-6S Chattahoochee DriveD-2South Whatley RoadA-4Saddle DriveE-6Southern Pine DriveE-6Saddlebrook CourtC-5Sportsman Club RoadH-1Salem Farm RoadF-8Stanley RoadE-5Salem RoadF-6Steele AvenueE-5Salem-Chipley RoadG-8Sterling courtC-4Samples RoadB-8Stewart RoadG-5Sanders RoadD-3Stitcher RoadF-4Sandtown RoadC-7Stonebridge LaneA-4Scott RoadF-7Stovall RoadG-6 | Upper Big Springs RoadG-5Wilkinson RoadF-1Upper Glass Bridge RoadC-5Williams CourtA-4Valley RoadH-1Williams RoadA-4Valleybrook DriveF-2Willie Hodnett RoadE-6Vernon Ferry CourtC-4Willis CircleE-5View Pointe CircleE-3Willow LaneC-4View Pointe DriveE-3Willow Creek DriveB-5View Pointe LaneE-3Willoson RoadG-4Village DriveD-3Willson Creek DriveB-5Village Point DriveC-3Willson RoadF-1 |
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WATER UTILITIES

COUNTY ROAD INDEX MAP LaGrange West Point

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