

Verified

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR Walker COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Walker County	Lookout Mountain
Chickamauga	Rossville
Fort Oglethorpe	
LaFayette	

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- |                             |                      |                                   |
|-----------------------------|----------------------|-----------------------------------|
| Airport                     | E-911                | Litter Control                    |
| Animal Control              | Economic Development | Mosquito Control                  |
| Archives/Records            | Electric Utility     | Museum                            |
| Beverage Control Board      | Extension Service    | Parks & Recreation                |
| Building Inspection/Permits | Family Connection    | Planning/Zoning                   |
| Cemetery                    | Fire Inspection      | Property Appraisal                |
| Chamber of Commerce         | Fire Protection      | Recycling                         |
| Civic Center                | Food Pantry          | Road & Street Construction/Maint. |
| Code Enforcement            | Gas Department       | Senior Citizen Programs           |
| Commodities Distribution    | Hospital             | Solid Waste Collection            |
| Courts                      | Jail                 | Solid Waste Disposal              |
| DFACS                       | Law Enforcement      | Stormwater Management             |
| Drug Task Force             | Library              | Transit                           |
|                             |                      | Water/Sewer                       |

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

**Instructions:**

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

County: Walker Service: Airport

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
LaFayette	General Fund, User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

PAGE 2

**Instructions:**

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

County: Walker Service: Animal Control

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

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

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, User Fees
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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Buddy Chapman, County Commissioner, (706)638-1437

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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Walker Service: Archives/Records

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes  No

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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County: Walker Service: Beverage Control Board

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Walker County	User Fees
LaFayette	User Fees & License
Lookout Mountain	User Fees & License

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

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County: Walker Service: Building Inspection/Permits

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:

Funding Method:

Walker County	Insurance Premium Tax, Permit Fees
Chickamauga	General Fund, Permit Fees
Fort Oglethorpe	General Fund, Permit Fees
LaFayette	General Fund, Permit Fees
Lookout Mountain	Permit Fees
Rossville	Permit Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

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County: Walker Service: Cemetary

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes  No

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

Local Government or Authority: Funding Method:

Chickamauga	General Fund, User Fees
LaFayette	General Fund, User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

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County: Walker Service: Chamber of Commerce

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)  
The Chamber provides services county-wide. Several Cities as well as the County choose to provide funds.

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund
Chickamauga	General Fund
LaFayette	General Fund: Hotel/Motel Tax
Rossville	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Walker County Chamber of Commerce Agreement	Walker County and all cities	July 8, 1991

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437



Georgia, Walker County

This agreement between Walker County, Georgia, a body corporate and politic, hereinafter sometimes called "County", and Walker County Chamber of Commerce, Inc., hereinafter sometimes called "Chamber":

1. Chickamauga Area Chamber of Commerce, Inc., LaFayette Area Chamber of Commerce, Inc., and Rossville Area Chamber of Commerce, Inc., are non-profit corporations that are contemplating entering into a plan of consolidation for the formation of the Walker County Chamber of Commerce, Inc. The consolidation is expected to be effective approximately during June or July of 1991.

2. Chamber will be a private nonprofit organization, exempt from federal income taxes pursuant to section 501(c)(6) of the Internal Revenue Code.

3. Chamber will, pursuant to this agreement, make reasonable efforts to identify, attract, and locate new business and industry into the County for the purposes of increasing trade, industry, agribusiness, commerce, and tourism and for the improvement of employment opportunities within the County and will otherwise promote the general welfare of the County.

4. Chamber will hire an Executive Vice President, hereinafter sometimes known as "EVP", who will serve at the pleasure of the Chamber as an at-will employee, in furtherance of the purposes stated in the preceding paragraph. The EVP may also be required to perform such

359  
other and unrelated services as the Chamber may require.

5. County will, at no cost to the Chamber, furnish adequate, comfortable, and appropriate office space, including all utilities, for the exclusive use of the Chamber as its headquarters, at the Walker County Civic Center, Highway 27, Rock Spring, Walker County, Georgia. County will maintain premises in good repair. Chamber will be responsible for damages to the extent that it is responsible for the same beyond normal wear and tear.

6. County will make other areas of the Civic Center available at all reasonable times, upon reasonable notice, and at no expense to Chamber, for the Chamber's board and membership meetings and other Chamber meetings and events.

7. County will pay to Chamber an annual amount of, at a minimum, \$36,000, or such other amount as may be agreed upon by the parties, which may be paid in equal monthly installments, due and payable the first day of each month, to be used toward the salary for the EVP.

8. County will, at no cost to the Chamber, at all reasonable times provide access to an automobile in good condition and suitable for the use of, and to the circumstances and needs of, an EVP / economic development director, as well as suitable automobile insurance.

9. County will add the EVP to its health and hospitalization insurance policy if the EVP is eligible thereunder. The county will pay such percentages of the premiums for said coverage, at no expense to the Chamber or

~~EVP, as it does for other county employees. If the EVP is not eligible under the county policy, then the Chamber or EVP may procure another policy for the EVP, and the County will advance or reimburse the Chamber or the EVP in such percentages as it would pay for coverage for other county employees.~~

RIK  
J.G.W.

10. The County will advance or reimburse the EVP for reasonable travel and other out-of-pocket expense incurred in furtherance of the goals of this agreement. Routine expense, for example automobile, long distance telephone, business meal, and entertainment, shall not require prior approval of the Walker County Commissioner, hereinafter sometimes known as "Commissioner". The Chamber agrees to monitor routine expense. Non-routine expense, for example air travel and hotel, shall require prior approval of the Commissioner, however emergency approval may be authorized by the Executive Committee of the Chamber. The County will not be responsible for amounts approved on such emergency basis by the Executive Committee to the extent that they are extravagant or not reasonably in furtherance of the goals of this agreement.

11. The County will advance or reimburse the Chamber for matching Social Security payments and Georgia and federal unemployment premiums as relates to the EVP.

12. The sole duty of the Chamber and the EVP to the County under this agreement shall be economic development; except that the Chamber and EVP may render services in furtherance of the goal of promoting the general welfare of

361

the county on a case-by-case basis as mutually agreed upon by the County and the Chamber.

13. The EVP will submit a quarterly written report on progress in economic development to the Board of Directors of the Chamber, to the Commissioner and to executives designated by each incorporated municipality within the county.

14. The Commissioner will have veto power in the selection and hiring process of the EVP. The Commissioner will have no right to take part in naming such person, but shall have the right to remove such person from the selection process if the Commissioner believes there is no reasonable hope of working well with such person.

15. If a procedural or communications problem should develop between the EVP and the County or City governments, the EVP, Commissioner, or any municipal executive shall have the authority to petition for a meeting of the Chamber's Executive Committee within three business days to address the problem.

16. The Chamber Executive Committee will conduct a periodic review of the EVP's performance which may be measured against a detailed job description as approved by the Board. This review must be conducted at least once each year, but may occur more frequently if the committee sees a need.

17. This contract shall terminate absolutely and without further obligation on the part of either party at the close of each calendar year in which it was executed, and at

the close of each succeeding calendar year for which it is renewed.

18. This contract will renew automatically on the 1st day of January of each year upon the same terms unless terminated by either party in a writing delivered to the other party prior to the 10th day of January of that year.

19. This agreement shall be binding upon the successors in office of the County Commissioner in office at the time of this agreement, and shall be binding upon future administrations of the Chamber, notwithstanding provisions for termination.

20. This contract states the total obligation of each party for the year of execution and for each renewal term.

21. If the Chamber sells any personalty to the County, then title to any such supplies, materials, equipment, and other personal property shall remain in the Chamber until fully paid for by the County.

22. This contract shall be spread upon the minutes of both parties.

23. If any portion of this contract is illegal or unconstitutional, then it shall be severable from the remainder hereof to the fullest extent possible.

24. This document contains the entire agreement of the parties with respect to the subject matter herein, supercedes all prior written and verbal agreements, and may be amended or supplemented only by a writing duly executed by each party and spread upon the minutes of each party.



364

25. This agreement shall be construed equally between the parties.

26. This document is to be construed as an irrevocable offer by the county, which may be accepted by the Chamber at anytime up to and including October 1, 1991. The offer remains valid and binding until it has been accepted, however, the agreement becomes effective only upon acceptance of the offer.

27. This document will be incorporated into the plan of consolidation for the Chamber.

28. This document shall be executed in duplicate.

Offered under hand and seal this 18<sup>th</sup> day of

June, 1991.

WALKER COUNTY, GEORGIA

by:

*Roy E. Parrish, Jr.*  
ROY E. PARRISH, JR.  
County Commissioner

Attest the Seal of the County:

*John Newkirk*  
Secretary

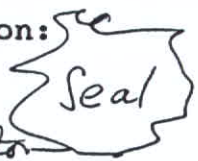
Accepted under hand and seal this 8<sup>th</sup> day of  
July, 1991.

WALKER COUNTY CHAMBER OF COMMERCE,  
INC.

by: Charles R. [Signature]  
President

Attest the Seal of the Corporation:

Kay Langley [Signature]  
Secretary



Prepared by:

ROBERT I. KISELIK  
Attorney at Law  
104 Howard Street  
P.O. Box 486  
Rossville, Georgia 30741  
404/861-5666

366

GEORGIA Walker County

On the 18th day of June, 1991

TO THE STATE DEPARTMENT OF HUMAN RESOURCES, ATLANTA, GEORGIA:

The recommendations listed below are recorded in the minutes of the Board of County Commissioners of said County, or the Sole Commissioner of said County, or the duly constituted fiscal authority of said County, as the case may be.

The persons hereby named are influential and respected citizens and are recommended, subject to the approval of the State Department of Human Resources, as members of the County Board of Family and Children Services of the County of Walker State of Georgia to succeed Charles B. Napier and \_\_\_\_\_ as members of said Board.

PLEASE NOTE:

The persons hereby recommended for appointment (1) are not "Elected Officers of the State or County or any subdivision thereof", nor do they hold any other County office; and (2) do not have a member of their immediate family who is an employee of the County Department.

(1) Mrs. Iris S. Andrews, Address: Route 4, Box 600, Chickamauga, GA 307  
Telephone No: 404 539-2550

(2) Carl L. Ellis, Address: P.O. Box 727, LaFayette, GA 30728  
Telephone No: 404 866-0088 or 404 638-1929

(3) Pat Hamilton, Address: 100 Osburn St., Chickamauga, GA 30707  
Telephone No: 404 375-2502

(1) \_\_\_\_\_, Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_

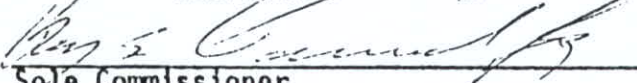
(2) \_\_\_\_\_, Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_

(3) \_\_\_\_\_, Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_

In witness whereof, the undersigned official has hereunto set his hand and affixed his seal of office, in duplicate, this the 18th day of June 1991.

BOARD OF COUNTY COMMISSIONERS OF  
Walker COUNTY

BY \_\_\_\_\_  
Chairman

  
Sole Commissioner

Fiscal Officer of \_\_\_\_\_ County

(According to the statutes of the State of Georgia, Georgia Code Section 99-503, as amended, the Commissioner of the State Department of Human Resources shall make appointments to County Boards of Family and Children Services in the absence of recommendations of the County Commissioner or Board of Commissioners within a reasonable time.)



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

**Instructions:**

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

County: Walker Service: Civic Center

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, User Fees
Chickamauga	General Fund, User Fees
Rossville	General Fund, User Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker Service: Code Enforcement

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	Insurance Premium Tax, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees
Lookout Mountain	User Fees
Rossville	General Fund, User Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: Commodities Distribution

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: Courts

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: DFACS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker

Service: Drug Task Force

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

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

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

- Yes     No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund, Grants

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker

Service: E-911

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes     No

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, User Fee

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker

Service: Economic Development

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)  
Northwest Georgia Joint Development Authority

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

- Yes     No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund
LaFayette	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

NW GA Joint Development	Walker, Dade, Chattooga	effective 12/11/97

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437



## A G R E E M E N T

THIS AGREEMENT made and entered into between NORTHWEST GEORGIA JOINT DEVELOPMENT AUTHORITY ("Authority") and CHATTOOGA COUNTY, DADE COUNTY and WALKER COUNTY (hereinafter collectively referred to as "Counties").

WHEREAS, resolutions establishing the Authority were filed with the Secretary of State of Georgia on November 24, 1997, and the Authority is a legal entity authorized to transact business; and

WHEREAS, the Authority was created for the public purpose of promoting and expanding business, industry and trade in the participating Counties; to attract, develop and support new business, industry and trade in said counties; to provide increased employment opportunities for the citizens living within the jurisdiction of the Authority; to expand the ad valorem property tax base for the participating counties; and for all other purposes permitted by the Georgia law; and

WHEREAS, the Authority has approved a business plan, a copy of which is attached to this Agreement; and

WHEREAS, the Authority has approved a budget for the year which begins January 1, 1998, a copy of which budget is attached hereto; and

WHEREAS, the Counties desire to assist the Authority by providing funding to pay for the Authority's budget.

NOW, THEREFORE, the parties hereto agree that each County will pay the Authority a sum of money equal to Two and 50/100 (\$2.50) Dollars per capita for each resident of each County, which sum is to be used by the Authority to pay cost incurred pursuant to the 1998 Authority budget which is attached hereto and which payments are broken down as follows:

<u>County</u>	<u>Population</u>	X	<u>Per Capita Rate</u>	=	<u>County Funding</u>
Chattooga	22,953		2.50		57,382.00
Dade	14,486		2.50		36,215.00
Walker	<u>61,163</u>		<u>2.50</u>		<u>152,908.00</u>
TOTAL	98,602		2.50		246,505.00


The Authority will bill the Counties quarterly (four equal payments) for funding the 1998 Authority budget on January 1, April 1, July 1 and October 1, 1998. The Counties will make quarterly payments within ten (10) days after receipt of a bill from the Authority.

The Authority warrants and represents that all funds provided to the Authority by the Counties will be spent for the purpose set out in the budget which is attached hereto.

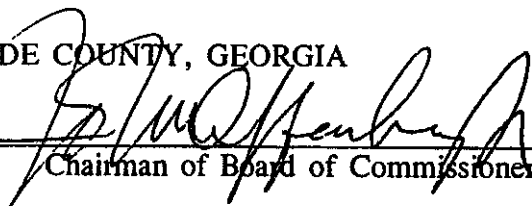
NORTHWEST GEORGIA JOINT  
DEVELOPMENT AUTHORITY

By:   
Chairman

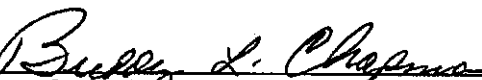
CHATTOOGA COUNTY, GEORGIA

By:   
Commissioner

DADE COUNTY, GEORGIA

By:   
Chairman of Board of Commissioners

WALKER COUNTY, GEORGIA

By:   
Commissioner

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

**Instructions:**

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

County: Walker

Service: Electric Utilities

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

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

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

- Yes     No

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

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

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

Local Government or Authority:                      Funding Method:

Local Government or Authority:	Funding Method:
Chickamauga	User Fees
LaFayette	User Fees

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

None

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

Agreement Name:                      Contracting Parties:                      Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485                      Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker Service: Extension Service

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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County: Walker Service: Family Connection

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund, Grants

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

PAGE 2

**Instructions:**

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

County: Walker Service: Fire Inspection

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

PAGE 2

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County: Walker Service: Fire Protection

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	User Fees
Chickamauga	User Fees
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

Mutual aid will continue as planned. Rossville will not participate in automatic aid.

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement	Contracting Parties	Effective and Ending Dates
	Chickamauga and Walker County	1/1/95

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

None

7. Person completing form: Greg Weathershy

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

INTERJURISDICTIONAL AGREEMENT

GEORGIA, WALKER COUNTY.

THIS AGREEMENT, made effective the 1st day of January, 1995, by and between THE CITY OF CHICKAMAUGA, acting by and through its duly constituted and elected Mayor and Council (hereinafter referred to as the "City") and WALKER COUNTY, GEORGIA, acting by and through its duly constituted and elected Commissioner (hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, Article IX, Section 3, Paragraph 1 of the Georgia Constitution authorizes intergovernmental contracts for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the City now owns and operates fire fighting equipment located within and without its corporate limits, and after an independent study by the governing bodies of the City and County, it has been determined that the County should acquire the fire fighting equipment now owned and operated by the City; and

WHEREAS, such acquisition of the City's fire fighting equipment by the County will enable the County to provide better fire fighting protection to residents of the City, to provide better fire fighting protection to citizens of the County located outside the corporate limits of the City, all of which will benefit the County and the City; and

WHEREAS, after due investigation and careful consideration, the Mayor and Council of the City deem it advisable and in the best interest of the City and its residents to convey all of the City's fire fighting equipment to the County and contract with the County for fire protection and fire fighting service; and

WHEREAS, after due investigation and careful consideration, the Commissioner of the County deems it advisable and in the best interest of the County and its residents to acquire fire fighting equipment of the City and assume the responsibility and obligation of the City to provide fire protection and fire fighting services to the residents of the City and individuals and businesses located in the County that are provided fire protection and fire fighting services by the City; and

WHEREAS, pursuant to the Constitution and Laws of the State of Georgia, particularly Article IX, Section 3, Paragraph 1, of the Constitution, this Agreement is authorized to be entered into.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements contained herein, it is mutually agreed by and between the City and the County, each acting by and through their duly authorized officials, pursuant to resolutions duly, legally and properly adopted, as follows:

ARTICLE I  
SALE OF FIRE FIGHTING EQUIPMENT

1.1 Upon the terms and subject to all of the conditions herein, and the performance by each of the parties hereto of their respective obligations hereunder, the City hereby sells, transfers, conveys and delivers to the County on the effective date the following described property, to-wit:

(a) The fire fighting vehicles more particularly described in Exhibit "A" attached hereto and made a part hereof.

(b) All miscellaneous fire fighting equipment owned by the City located in the City of Chickamauga and Walker County, the description of which shall be determined by a physical inventory to be taken by representatives of the City and the County prior to the effective date.

1.2 At or prior to the effective date, the County shall pay to the City the sum of One Hundred Thirty Thousand Nine and 05/100 (\$130,009.05) Dollars as partial consideration for the conveyance, transfer and delivery of the properties described herein to the County.

1.3 On the effective date the City will execute and deliver to the County such bills of sale and other good and sufficient instruments of conveyance and transfer containing full warranties of title, as shall be effective to vest in the County good, absolute, and marketable fee simple title to the properties being transferred to the County by the City, free and clear of all debts, liens, charges, encumbrances, obligations and restrictions whatsoever. Simultaneously with such delivery, the City will take all such steps as may be requisite to put the County in actual possession, operation and control of the properties being conveyed hereunder.

1.4 The City assumes all risks of destruction, loss or damage due to fire or other casualty up to the effective date thereof (January 1, 1995). Upon such destruction, loss or damage due to fire or other casualty of a substantial portion of the properties being conveyed hereunder, the County shall have the option to terminate this Agreement and, in the event of exercise of such option, all rights of the County and City shall terminate without liability to either party.

1.5 The County will not assume and will not discharge or be liable for any debts, liabilities or obligations of the City, including, without limitation, any:

- (a) Liabilities or obligations of the City to its creditors;
- (b) Liabilities or obligations of the City with respect to any transactions occurring after the effective date;
- (c) Taxes or other liabilities or obligations of the City incurred in connection with the sale of its properties pursuant to this Agreement; and
- (d) Any contingent liabilities or obligations of the City.

1.6 From time to time, after the closing, at the request of the County, without the payment of further consideration, the City will execute and deliver to the County such other instruments of conveyance and transfer and take such other action as the County may reasonably require to more effectively convey, transfer to, and vest in the County and put the County in possession of any of the property to be conveyed, transferred and delivered to the County hereunder.

ARTICLE II  
LEASE OF THE FIRE HALL

2.1 For the purpose of providing and maintaining a fire station located within the city limits of Chickamauga, the City hereby leases to the County that property and all improvements located thereon outlined in blue on the drawing attached hereto as Exhibit "B" (hereinafter referred to as the "City Fire Hall"). The County shall also have a non-exclusive right to use the property outlined in red on the attached drawing in conjunction with providing of fire protection, rescue services and first responder medical services. (The City Fire Hall and the non-exclusive use area outlined in blue hereinafter collectively referred to as the "Premises".)

2.2 The term of this lease shall be for fifty (50) years commencing on January 1, 1995.

2.3 The County shall, at the County's expense, comply with all applicable statutes, ordinances, rules and regulations in effect during the lease term regulating the use of the Premises. The County shall not use nor permit the use of the Premises in any manner that will tend to create waste exceeding normal ordinary wear and tear.

2.4 The County has entered into this Agreement after a full and complete inspection and examination of the Premises, and the County accepts the Premises in its condition existing as of the date hereof "AS IS". The County

acknowledges that neither the City nor the City's agents have made any representations, warranties, express, implied or statutory, as to value, compliance with laws, rules, regulations, requirements, specifications, use, condition, design, or quality. The parties agree that the County will not be required to complete construction of that portion of the City Fire Hall which has recently been partially constructed by the City.

2.5 The County shall keep the City Fire Hall in good order, condition and repair, whether the need for such repair occurs as a result of the County's use, the elements or the age of the City Fire Hall.

2.6 The City shall have the right to inspect the City Fire Hall for the purpose of ascertaining the condition of the City Fire Hall or whether the County is observing and performing the County's obligations under this Agreement, all without interference from the County, provided that the City has given the County twenty-four (24) hour prior notice of said inspection. The City's inspection shall not unreasonably interfere with the County's operation. If the County fails to perform the County's obligations, the City may, at its option (but shall not be required to), after ten (10) days prior written notice to the County (except in the case of an emergency, in which case no notice shall be required) perform such obligations on the County's behalf and put the same in good order, condition and repair, the cost thereof together with interest thereon at the maximum rate than allowable by law, shall become due and payable to the City upon written demand to the County. Nothing contained herein, however, shall impose or imply any duty on the part of the City to make any such repairs or perform any such work.

2.7 The County shall not, without the City's prior written consent, replace the existing City Fire Hall, make any alterations or additions in, on or about the City Fire Hall. Any replacement building and all alterations shall be made in a good and workmanlike manner and in compliance with all applicable permits and authorizations, building and zoning laws, and all other laws and ordinances, rules and requirements of all federal, state and local governments, departments, and boards. Any replacement building and any alterations and additions which may be made to the City Fire Hall shall become the property of the City and remain upon and be surrendered with the City Fire Hall at the expiration of the term of this Agreement. Any replacement building and any alterations or additions to the City Fire Hall that the County shall desire to make which require the consent of the City shall be presented to the City in written form, with proposed detailed plans. If the City shall give its consent, the consent shall be deemed conditioned upon the County acquiring all permits and authorizations to do so from all appropriate governmental agencies. The County shall not permit to continue, and shall immediately pay and fully discharge all liens or claims for labor or material furnished or alleged to have been furnished to or for the County at or for use at the City Fire Hall.

2.8 The County shall, at the County's expense, obtain and keep in force during the term of this agreement a policy of combined single limit

bodily injury and property damage insurance insuring the County and the City against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be a combined single limit policy in an amount of not less than One Million (\$1,000,000.00) Dollars. The insurance shall not, however, limit the liability of the County hereunder.

2.9 The County shall, at the County's expense, keep in force during the term of this lease hazard and casualty insurance coverage upon the insurable portions of the City Fire Hall in an amount not less than the cost necessary to replace the City Fire Hall, including all improvements, fixtures and systems now or hereafter located at the City Fire Hall, and against all risks and perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and special extended perils. Said policy shall be issued to the County as the named insured. The proceeds of such fire and extended coverage policies are pledged as security for the duties, liabilities and obligations owed by the County to the City hereunder, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property.

2.10 Insurance required to be obtained by the County shall be with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia. The County shall deliver to the City certificates evidencing the existence and amount of such insurance with loss payable clauses in favor of the City and the County. No such insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the City. The County shall, at least thirty (30) days prior to the expiration of such policies, furnish the City with renewals thereof, or the City may order such insurance and charge the cost thereof to the County. The County shall not do or permit to be done anything which shall invalidate the insurance policies referred to herein. The County agrees that in the event the County fails to procure or maintain said insurance, the City may procure the same and the cost thereof shall be paid by the County within ten (10) days of demand.

2.11 The County shall indemnify and hold harmless the City from and against any and all claims arising from the County's operation, maintenance and use of the Premises or from any activity, work or things done, permitted or suffered by the County in or about the Premises and shall further indemnify and hold harmless the City from and against any and all claims arising from any breach or default in the performance of any obligation on the County's part to be performed under the terms of this Agreement, or arising from any negligence of the County, or any of the County's agents, contractors, or employees, and from and against all loss, attorneys fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the County upon notice from the City shall defend the same at the County's expense by counsel satisfactory to the City. The County, as a material part of the consideration to the City, hereby assumes all risk of damage

to property or injury to person, in, upon or about the Premises arising from any cause, and which result in the payment by the County of sums in excess of the County's liability insurance coverage.

2.12 From the effective date of this Agreement (January 1, 1995), the County alone shall bear the risk of loss should there be any damage to the City Fire Hall by fire, flood or other casualty.

2.13 If at any time during the term of this Agreement there is damage, whether or not an insured loss, then the County shall, at the County's expense, commence to repair such damage as soon as reasonably possible, and the County shall be entitled to use insurance proceeds for such repair. If the insurance proceeds are not sufficient to effect such repair, the County shall contribute the required amount to effect such repairs. The County shall in no event have any right to reimbursement for any such amounts so contributed.

2.14 The County shall pay all costs incurred to operate, maintain and repair the City Fire Hall including but not limited to: utility services, costs of materials and supplies, and all other miscellaneous fees and expenses incurred in the operation and maintenance of the City Fire Hall. The City shall have no obligation or responsibility to repair and maintain the Premises. All repairs and maintenance to the Premises, including structural repairs and maintenance, shall be the sole and exclusive responsibility and obligation of the County.

2.15 The County shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of the County's interest in this Agreement or in the Premises, without the City's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Agreement.

### ARTICLE III FIRE PROTECTION

3.1 As partial consideration for the assets being conveyed by the City to the County, during the term of this Agreement the County hereby agrees as follows:

(a) The County will provide adequate fire protection and fire fighting services to the City. Provided a sufficient number of qualified volunteer firemen are available and further provided that the City maintains an adequate supply of water with sufficient pressure and functioning fire hydrants in appropriate locations throughout the City, then the County agrees to provide fire protection and fire fighting service to the City so that the City will qualify for an ISO rating of six or less. The ISO rating referred to herein shall be ascertained by a comprehensive fire suppression evaluation conducted by the Insurance Services Office ("ISO") in accordance with its fire suppression rating

schedule. If during the term of this Agreement the Insurance Services Office ceases to publish its ISO fire insurance rating service, then the County and City will agree on a new methodology to measure the adequacy of the fire fighting services provided by the County.

(b) The County will provide the City with First Responder Medical Services as set forth in the State of Georgia First Responder Guidelines.

(c) The County will provide the City with rescue services as set forth in the Georgia Emergency Management Agency Guidelines.

3.2 Under the terms of this Agreement, the County will be solely responsible for providing fire fighting services, rescue services and first responder medical services within the corporate limits of the City.

3.3 The County expressly covenants and agrees that it will provide fire fighting services, rescue services, and first responder medical services in such a manner as to fully meet the needs of the City under the terms of this Agreement. The County covenants and agrees to acquire, equip, operate and maintain a fire and rescue station equivalent to the existing fire and rescue station within the City at all times during the terms of this Agreement. The County further covenants and agrees that it will maintain fire protection for the City at all times and not leave the City unprotected.

3.4 Subject to approval by the City, the County will have the right to appoint the captain for Fire Station No. 1 located at the City Fire Hall provided that the appointee meets all applicable Walker County Emergency Services requirements and standards.

3.5 The County agrees that the City will not be charged or billed for the services to be provided under Section 3.1 hereinabove. Any fees or charges imposed by the County for such services shall be imposed against the owners of structures located in the City on the same fee schedule basis as imposed by the County against owners of structures located in the unincorporated areas of the County.

3.6 The parties recognize that changes in laws and regulations relating to fire protection, fire fighting, and rescue services may require the modification from time to time of this Agreement and the parties agree to fully cooperate to modify this Agreement as shall be required under such circumstances.

3.7 The County shall, at the County's expense, obtain and keep in force during the term of this Agreement a policy of combined single limit bodily injury and property damage insurance insuring the County and the City against any liability arising out of the services being provided to the City by the County under the terms of this Agreement. Such insurance shall be a combined single limit policy in an amount of not less than One Million

(\$1,000,000) Dollars. The insurance shall not, however, limit the liability of the County hereunder.

3.8 The County shall indemnify and hold harmless the City from and against any and all claims arising from the services provided the City under the terms of this Agreement. The County further agrees to indemnify and hold harmless the City from and against any and all claims arising from any breach or default in the performance of any obligation on the County's part to be performed under the terms of this Agreement, or arising from any negligence of the County, or any of the County's agents, contractors, or employees, and from and against all loss, attorney's fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. The County, as a material part of the consideration to the City, hereby assumes all risks of damage to property or injury to persons arising out of the services being provided to the City which result in the payment by the County of sums in excess of the County's liability insurance coverage.

ARTICLE IV  
WARRANTIES

4.1 As a material inducement to the County to execute and perform its obligations under this Agreement, the City hereby represents and warrants to the County as follows:

(a) There are no actions, suits or proceedings pending or threatened against the City or affecting any of the properties being conveyed hereunder, at law or in equity, or before the federal, state or other governmental agency or instrumentality, nor is the City or any of its employees aware of any facts to its or their knowledge which might result in any such action, suit or proceeding.

(b) The City is not in violation of its charter or any laws of the State of Georgia, and the execution and delivery of and performance and compliance with this Agreement will not result in a violation of or be in conflict with any term or provision thereof.

(c) The execution and delivery of this Agreement and the sale and transfer of the properties by the City as provided for in this Agreement have been approved and consented to by the Mayor and Council of the City, and all action required by the City's charter and any applicable law or otherwise with regard to such sale and transfer of assets by the City have been appropriately authorized and accomplished.

(d) All properties being conveyed to the County are free and clear of all debts, liens, charges, encumbrances, obligations and restrictions.

(e) All of the motor vehicles, equipment and miscellaneous fire fighting equipment being conveyed to the County are in a good state of repair and operating condition.

(f) No representation or warranty by the City in this Agreement or any exhibit attached hereto contains or will contain any untrue statement of facts or omits or will omit to state any fact required to make the statements herein or therein contained not misleading.

4.2 The obligation of the County to consummate this Agreement is subject to and conditioned upon the truth and accuracy as to the effective date of this Agreement and as of the closing of each and every warranty or representation herein made by the City.

4.3 The representations and warranties contained and made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

4.4 The City shall, and hereby agrees to, indemnify and hold harmless the County at all times from and after the effective date against and in respect to any damages, as herein defined. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damages, including attorneys fees incurred in investigating or in attempting to avoid the same or impose imposition thereof, resulting to the County from (a) any material inaccurate representation by the City in or under this Agreement; (b) breach of any of the warranties made by the City in or under this Agreement; (c) breach or default in the performance by the City of any of the covenants to be performed by it hereunder; and (d) any debts, liabilities or obligations of the City, whether accrued, absolute, contingent, or otherwise, due or to become due.

4.5 As a material inducement to the City to execute and perform its obligations under this Agreement, the County hereby represents and warrants to the City as follows:

(a) The County is not in violation of its charter or any laws of the State of Georgia, and the execution and delivery of and performance and compliance with this Agreement will not result in a violation of or be in conflict with any term or provision thereof.

(b) The execution and delivery of this Agreement have been approved and consented to by the Commissioner of the County, and all action required by the County's charter and any applicable law or otherwise with regard to the transactions contemplated herein have been appropriately authorized and accomplished.

(c) No representation or warranty by the County in this Agreement contains any untrue statement of facts or omits or will omit to state



any fact required to make the statements herein or therein contained not misleading.

(d) The representations and warranties contained and made pursuant to this Agreement by the County shall survive the execution and delivery of this Agreement.

ARTICLE V  
TERMINATION

5.1 The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the County:

(a) The vacating or abandonment of the City Fire Hall by the County;

(b) The failure by the County to pay any monetary obligations required to be made by the County hereunder, as and when due;

(c) The failure by the County to observe or perform any of the covenants, conditions or provisions of this Agreement between the parties to be observed or performed by the County, where such failure shall continue for a period of ten days after written notice hereof from the City to the County; provided, however, that the City shall be required to give only two such notices per calendar year during each year of the term of this Agreement;

(d) The failure of the County to provide adequate fire protection, fire fighting, rescue and first responder medical services to the City as required by this Agreement.

(e) Subject to the conditions contained in Section 3.1(a), the failure of the County to provide fire protection and fire fighting service to the City so that the City will qualify for an ISO rating of six or less at all times.

(f) The entry of a decree or order for relief by a court having jurisdiction over the County in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law.

(g) The commencement by the County of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law.

5.2 In the event of any such material default or breach by the County, the City may at any time thereafter, with or without notice or demand and with or without limiting the City in the exercise of any right or remedy which the City may have by reason of such default or breach:

(a) Terminate the County's right to possession and use of the Premises by any lawful means, in which case this Agreement shall terminate and the County shall immediately surrender possession of the Premises to the City. In such event the City shall be entitled to recover from the County all damages incurred by the City by reason of the County's default including, but not limited to, the cost of recovering possession of the Premises, reasonable attorneys fees, necessary repairs, renovations and alterations to the Premises.

(b) Demand that the County convey to the City fire fighting vehicles equivalent to the fire fighting vehicles identified on Exhibit "C" and fire fighting equipment equivalent to the fire fighting equipment located in the City Fire Hall on the effective date hereof.

(c) Pursue any other remedy now or hereafter available to the City under the laws or judicial decisions of the State of Georgia. Unpaid monetary obligations of the County under the terms of this Agreement shall bear interest from the date due at the maximum rate then allowed by law.

#### ARTICLE VI MISCELLANEOUS

6.1 If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the legal proceeding, in addition to any other relief to which it may be entitled.

6.2 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given if mailed by registered or certified mail, return receipt requested, postage prepaid.

6.3 This Agreement shall inure to the benefit of and shall be binding upon the County, the City, and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

6.4 If the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

6.5 This Agreement contains the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment, modification, release, discharge or waiver of the provisions of this Agreement shall be of any force, value or effect unless it is in writing and is executed on behalf of the City and the County.

6.6 Time is the essence of this Agreement.

IN WITNESS WHEREOF, the City, acting by and through its duly constituted and elected Mayor and Council, has executed this Agreement on the 26th day of December, 1994, and the County, acting by and through its duly constituted and elected Commissioner, has executed this Agreement on the 22nd day of December, 1994.

CITY OF CHICKAMAUGA, GEORGIA

By: Ray Crowder  
Mayor

By: Harold Hill  
Councilman

By: Fred Don Jones  
Councilman

By: Tom Griffin  
Councilman

By: [Signature]  
Councilman

By: \_\_\_\_\_  
Councilman

Attest: Jane Ramsey  
Clerk

WALKER COUNTY, GEORGIA

By: Roy E. Parrish, Jr.  
Roy E. Parrish, Jr.,  
Commissioner

Attest: Beth Heskell  
Clerk

WC\CCFIRE.WC

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

**Instructions:**

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

County: Walker Service: Food Pantry

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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County: Walker Service: Gas Department

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
LaFayette	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: Hospital

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Fort Oglethorpe	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement between Hutcheson Medical, Walker, Dade, Catoosa	

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

PAGE 2

**Instructions:**

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County: Walker Service: Jail

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, User Fees
	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: Law Enforcement

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, Grants
Chickamauga	General Fund
Fort Oglethorpe	General Fund, Grants
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437



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

PAGE 2

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County: Walker Service: Library

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Chickamauga	General Fund
LaFayette	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker

Service: Litter Control

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

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

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

- Yes     No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund
LaFayette	General Fund

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Walker Service: Mosquito Control

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

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

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

- Yes  No

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby  
Phone number: (706)295-6485 Date completed: May 27, 1999

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

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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Walker Service: Museum

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

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

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

- Yes  No

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Chickamauga	General Fund
Fort Oglethorpe	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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County: Walker

Service: Parks & Recreation

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

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

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund, User Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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Buddy Chapman, County Commissioner, (706)638-1437

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County: Walker Service: Planning/Zoning

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	Insurance Premium Tax, User Fees
Chickamauga	General Fund, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Walker Service: Property Appraisal

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

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

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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County: Walker Service: Recycling

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	User Fees
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund, User Fees
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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County: Walker Service: Road & Street Construction/Maintenance

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

Local Government or Authority:

Funding Method:

Walker County	General Fund, State Grants
Chickamauga	General Fund, LARP
Fort Oglethorpe	General Fund, LARP
LaFayette	General Fund, LARP
Lookout Mountain	General Fund, LARP
Rossville	General Fund, LARP

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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County: Walker Service: Senior Citizens Program

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

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

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

- Yes  No

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

none		

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

None

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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**Instructions:**

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

County: Walker Service: Solid Waste Collection

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Chickamauga	General Fund, User Fees
Fort Oglethorpe	General Fund
LaFayette	General Fund, User Fees
Lookout Mountain	User Fees
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker Service: Solid Waste Disposal

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Walker County	User Fees
LaFayette	User Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

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County: Walker Service: Stormwater Managment

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

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

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	General Fund
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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County: Walker Service: Transit

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

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

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

- Yes  No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Walker County	General Fund, State Grants

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
none		

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

None

7. Person completing form: Greg Weathersby

Phone number: (706)295-6485

Date completed: May 27, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437

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

**Instructions:**

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

County: Walker Service: Water/Sewer

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes  No

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

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

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

Local Government or Authority: Funding Method:

Walker County	User Fee
Chickamauga	User Fee
Fort Oglethorpe	User Fee
LaFayette	User Fee
Lookout Mountain	General Fund, User Fee
Rossville	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Water Purchase Agreement	between Walker Co. and LaFayette	8/11/96

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

None

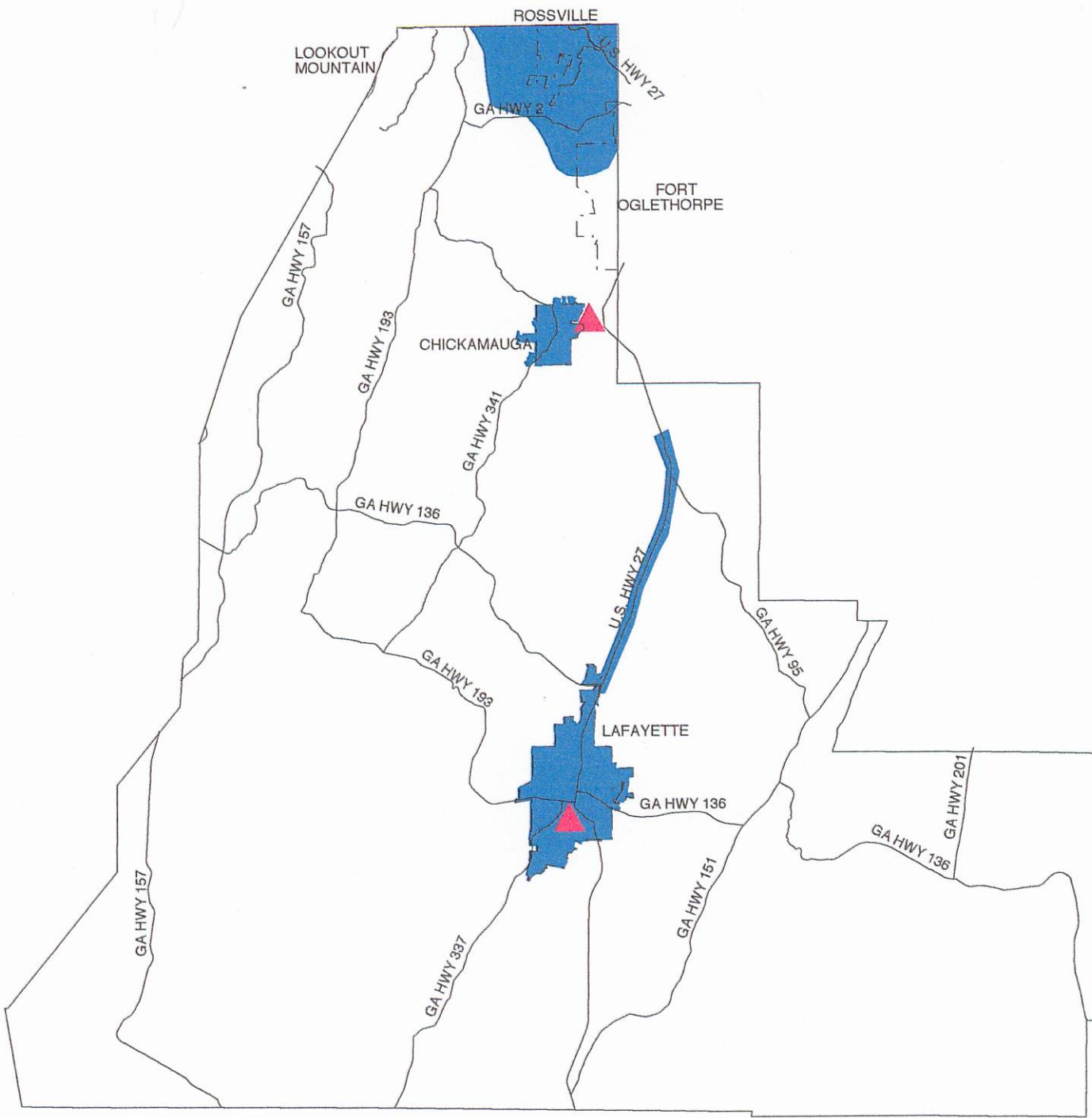
7. Person completing form: Greg Weathersby

Phone number: (706)295-6485 Date completed: May 27, 1999



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

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

Buddy Chapman, County Commissioner, (706)638-1437



**LEGEND**

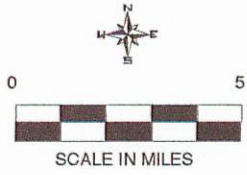
-  SEWER SERVICE AREAS
-  SEWER TREATMENT PLANTS

**SEWER SERVICE AREAS  
WALKER COUNTY, GEORGIA**










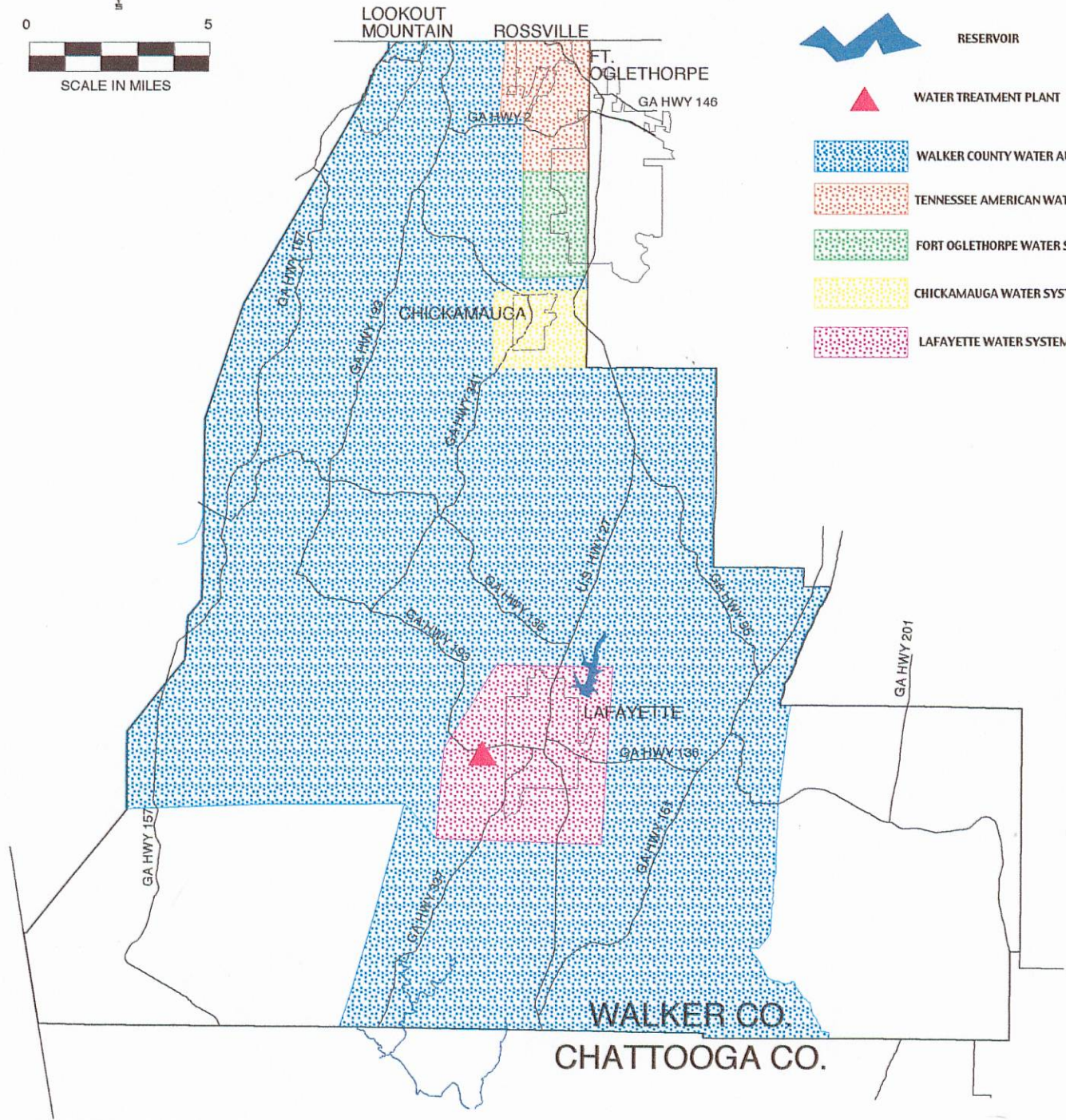


# WALKER COUNTY WATER SERVICE AREAS



## LEGEND

-  RESERVOIR
-  WATER TREATMENT PLANT
-  WALKER COUNTY WATER AUTHORITY
-  TENNESSEE AMERICAN WATER SYSTEM
-  FORT OGLETHORPE WATER SYSTEM
-  CHICKAMAUGA WATER SYSTEM
-  LAFAYETTE WATER SYSTEM



WATER PURCHASE CONTRACT

THIS AGREEMENT, made and entered into as of the 11<sup>th</sup> day of August, 1986, by and between WALKER COUNTY, GEORGIA, hereinafter referred to as "County" and CITY OF LAFAYETTE, GEORGIA, a Municipal Corporation of the State of Georgia, hereinafter referred to as "City", witnesseth:

WHEREAS, County owns and operates a water treatment plant which is located in Chickamauga, Georgia, and sells water at wholesale to other water systems who sell and distribute water to retail customers; and

WHEREAS, City owns and operates a water distribution system which services the City of LaFayette and also many other customers located in rural Walker County, Georgia, from approximately Rock Spring on the north to points approximately five (5) miles south of the City Limits of LaFayette; and

WHEREAS, City has determined that it is practical, feasible and desirable to purchase water from County for the purpose of reselling to customers of City; and

WHEREAS, County has determined that it has a sufficient supply of water together with the capacity to treat the same and deliver the same to the City's point of connection and has further determined that it is both practical and feasible to sell water to City; and

WHEREAS, the parties hereto recognize that this agreement is executed under and by virtue of the authority and power granted to Counties and Cities under the provisions of the Constitution of the State of Georgia, and the Laws of the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, it is hereby contracted and agreed by County and by City, each acting through its duly authorized officers, as follows:

A. The County agrees:

1. (Quality and Quantity) To furnish to City at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof which has been duly authorized by the proper officials of the parties hereto, potable treated water meeting applicable purity standards of the Georgia

280-BB

Department of Natural Resources, in such quantity as may be required by City not to exceed 1,000,000 per day, with no minimum amount to be charged, subject, however, to the further provisions of this paragraph. Within three (3) years from date of this contract if City has not purchased an average of at least 600,000 gallons of water per day for the immediately preceding twelve (12) month period, then and in that event County's obligation hereunder to furnish water to City shall be reduced to the average daily amount so purchased by City during the aforesaid twelve (12) month period or 400,000 gallons per day, whichever amount shall be greater. Beginning on the fourth anniversary of this contract and on each successive anniversary date of this contract thereafter, the County's obligation hereunder to furnish water to City shall not exceed the lesser of the following: (1) the obligation of County as determined to exist at the end of three years from date of this contract, or (2) the average daily amount so purchased by City during the immediately preceding twelve month period. County does agree however that it will cooperate with City at all times during the term of this contract and will furnish to City up to 1,000,000 gallons of potable water per day (even if by the terms of the immediately preceding two sentences hereof County's legal obligation has been reduced by the terms of this paragraph), provided that in so doing the same will not cause County to breach or violate any obligations of County to any of its other water customers.

2. (Point of Delivery and Pressure) That water will be furnished from a 12-inch main at a point located near the Walker County Water Treatment Plant in Chickamauga. County does not guarantee any pressure at the point of connection, but County will attempt to provide reasonable constant pressure at the point of connection. If County's lines or water treatment facilities are damaged due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe or due to act of God or force majeure, County will attempt to remedy the same within a reasonable period of time; however, during any such period of time County shall not be liable for any interruption of service, and City accepts this contract subject to these terms.

3. (Metering Equipment)

a. To furnish, install, operate and maintain necessary metering equipment at its own expense at the point of connection (said point of connection to be the point as selected and specified at the sole option of County) between the two systems, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to City.

b. To calibrate such metering equipment whenever requested by the City but not more than once every six (6) months. A meter registering not more than two (2) percent above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the prior month previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless County and City shall agree upon a different amount.

c. To read such metering equipment on the first day of each month. An appropriate official of the City at all reasonable times shall have access to the meters for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the City at the address given at the end of this contract not later than the tenth day of each month with an itemized statement of the amount of water furnished the City during the preceding month.

B. The City Agrees:

1. (Payment Date) To pay to County, not later than the twentieth day of each month, the statement of County to City for water delivered during the immediately preceding month.

2. To furnish, install, operate and maintain all lines, valves and equipment located on the City's side of the meter at the point of connection.

3. (Connection Fee) No connection fee will be charged to the City provided that said connection is made within three (3) years from date hereof. If said connection has not been made by said date, City shall pay to County the total cost of the metering equipment and the installation of same provided that County has in fact purchased such equipment and installed the same as of that time.

C. It is further mutually agreed between County and City as follows:

1. (Term of Contract) That this contract shall extend for a term of twenty (20) years from date hereof. Thereafter the

280-DD

contract may be renewed or extended provided that the terms and conditions thereof can be agreed upon by both County and City, and such right to renew or extend shall be in the sole discretion of the then governing body of County, provided that City at such time desires to renew or extend this contract.

2. (Delivery of Water) That sixty (60) days prior to the estimated date of the City's need for the County's water, the City will notify the County in writing of the date of the initial delivery of water. County shall be under no obligation to install any metering equipment as referred to and described in paragraph A.3.a. hereof until receipt of such written notice from City. City shall not give said written notice unless City in good faith intends to purchase water from County under this contract within sixty (60) days from the date of such notice.

3. (Failure to Deliver) That the County will reasonably attempt to operate and maintain its system at all times in an efficient manner and will take such reasonable action in good faith as is necessary to furnish City with the quantities of water which are agreed to between the parties under this contract.

In the event of an extended shortage of water, or if the supply of water available to the County is otherwise diminished over an extended period of time, the supply of water to City and to City's customers shall be reduced or diminished in the same ratio or proportion as the supply to County's other customers is reduced or diminished.

Nothing contained in this paragraph or any other paragraph of this contract shall be construed to impose any liability, civil or otherwise, on County for any failure of pressure at point of connection or any interruption of service.

4. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the City for water delivered are subject to modification by County as provided for elsewhere in this contract. Other provisions of this contract may be modified or altered by mutual written agreement of parties duly authorized by the governing bodies of each party hereto and entered into and authorized in the manner authorized and provided by the laws of the State of Georgia.

5. (Rates) The rates charged by County and the rates paid by City will be those rates charged by County to similar purchasers who purchase water from County primarily for resale to residences. The rates shall be adjusted and revised (either upward or downward) from time to time as determined by and set by the governing authority of County in its sole discretion. The

setting of rates by a governmental body is a governmental function which cannot be delegated and which cannot be fettered by the terms of any contract and the County hereby reserves said right to set the rates for water to be provided under this contract without the necessity of any prior approval by any other person, firm, or corporation (including City), and City accepts this contract with full knowledge and understanding of said rights of County to set the rates to be charged and to adjust and revise the rates charged for water hereunder at any time and from time to time during the term of this contract. The initial charges for water contemplated by County is \$.55 per 1,000 gallons of water, but County does not guarantee that rate at the time water is purchased under this contract and County fully reserves the right to set the fees and charges for said water as hereinabove provided.

6. (Regulatory Agencies) That, if this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in this State, the County and City will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

7. (Successor to the City) That in the event of any occurrence rendering the City incapable of performing under this contract, any successor of the City, whether through legal process, assignment or otherwise, shall succeed to the rights and duties of the City hereunder; provided, however, that any such successor of City shall be liable to County for all sums due by City to County hereunder, and any such successor of Purchaser shall pay to County all such sums within a reasonable period of time, not to exceed three (3) months from the original due date thereof.

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

WALKER COUNTY, GEORGIA

By: *Roy E. Parrish*  
Roy E. Parrish, Commissioner

Attest:

*Bebe Herstell*  
Clerk of Commissioner



280-FF

CITY OF LAFAYETTE, GEORGIA

By: H Neal Florence  
H. NEAL FLORENCE, Mayor

Attest:

Alexander Thomas  
Clerk

ADDRESS OF WALKER COUNTY:  
P. O. BOX 445  
LAFAYETTE, GEORGIA 30728

ADDRESS OF CITY OF LAFAYETTE:  
P. O. BOX 89  
LAFAYETTE, GEORGIA 30728

**SERVICE DELIVERY STRATEGY  
SUMMARY OF LAND USE AGREEMENTS**

**PAGE3**

**Instructions:**

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

County: Walker

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

None

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

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

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

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

N/A

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

Walker County and the Cities of Chickamauga, Fort Oglethorpe, LaFayette, Lookout Mountain and Rossville have signed resolutions which establish a process for disputes on property annexation and land use. (Copy attached)

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

The Walker County Water & Sewer Authority, Cities of Chickamauga, Fort Oglethorpe, LaFayette, Lookout Mountain and Rossville and Walker County have signed an intergovernmental agreement which ensures new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances.

5. Person completing form: Greg Weathersby  
Phone number: (706)295-6485 Date completed: May 25, 1999

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

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

Buddy Chapman, County Commissioner, (706)638-1437



MEMORANDUM OF AGREEMENT

ADOPTING A PROCESS TO RESOLVE  
LAND USE CLASSIFICATION DISPUTES OF AN AREA TO BE ANNEXED

This process is applicable only for the purpose of resolving land use classification disputes when Walker County, Georgia (County) objects to the proposed land use of an area to be annexed into the City of Chickamauga, Georgia (City), a municipality which located within the County. No other basis for objection shall invoke this process.

Upon receipt of the notification to the County by the City as required in O.C.G.A. 36-36-6 and O.C.G.A. 36-36-9, the County shall have ten (10) business days to notify the City in writing of its intent to object to the proposed annexation and shall specify the basis for the objection. The absence of said notification by the County shall be constructed to mean the City may proceed with the annexation in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the annexation under consideration.

If the County serves notice of its intent to object, then the County shall have five (5) business days from the date of the County's notice to document in writing the nature of the objection. This documentation shall be delivered to the City.

Representatives of the City and the County shall have ten (10) business days from the City's receipt of the objections to meet and devise mitigative measures to address the specific land use conflicts created by the proposed annexation. Once the City and County agree that the mitigative measures are reasonable to address land use conflicts, then the City may approve the annexation with the imposition of said conditions.

If the City and County fail to reach an agreement on mitigative measures, then the City and County agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense of the mediation shall be equally borne by the City and County.

The mediator shall have up to thirty (30) calendar days to propose alternatives/mitigation, etc. to resolve the objections to the proposed land use classification. If accepted, the mediator's proposal must be approved by the designated representative(s) of both the City and County.

If at the end of the thirty (30) calendar days the City and County cannot agree to resolution of the objection through mediation, then the dispute shall be referred to a Board of Annexation Appeals which shall be composed of three (3) members; one appointed by the City, one appointed by the County, and one who must be certified a land use planning professional approved by both the City and County.

The Board of Annexation Appeals shall be vested with Authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing for the purpose of hearing any comments as to the proposed annexation and/or the objections therein.

Within five (5) business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the annexation based on the land use classification proposed.
2. Deny the annexation based on the land use classification objection.
3. Approve the annexation based on the mediator's proposed resolution.

The City and County agree to be bound by the decision of the Board of Annexation Appeals. All costs associated with the work of the Board of Annexation Appeals shall be equally borne by the City and County.

Nothing in this process shall prohibit the City from proceeding with its annexation process subject to the final outcome of this process.

Nothing in this process shall preclude the rights of any property owner to seek additional relief in a court of competent jurisdiction.

The effective date of this Agreement shall be July 1, 1999.

The agreement may be modified or amended by approval of County and City.

SO AGREED this 5th day of April, 1999.

WALKER COUNTY, GEORGIA

By: Buddy L. Chapman  
SOLE COMMISSIONER

ATTEST: [Signature]  
CLERK

(SEAL)

CITY OF CHICKAMAUGA, GEORGIA

By: [Signature]  
MAYOR

ATTEST: [Signature]  
CLERK

(SEAL)

1 Members of the Board of Annexation Appeals may not be an elected official, staff members or employees of the County or City.

Resolution No. 406

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A Resolution to enter a Service Delivery Strategy Dispute Resolution Process, and for other related purposes.


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THE Mayor and Council of the City of Rossville, Georgia hereby resolve as follows:

(1) The agreement attached hereto as Exhibit "A" is hereby approved as a Service Delivery Strategy Dispute Resolution Process with Walker County, Georgia.

(2) The Mayor is authorized to enter such agreement on behalf of the Mayor and council.

Passed this 8th day of June, 1998.

  
Attest: Bobbie Alexander  
City Clerk

  
W. L. North, Mayor

**SERVICE DELIVERY STRATEGY  
DISPUTE RESOLUTION PROCESS  
UNDER O.C.G.A. 36-70-24(4)(c))**

The City of Rossville, Georgia and Walker County, Georgia 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 thirty (30) working days following receipt of the above information, the County will forward to the City a statement either: (a) indicating that the County has no objection to the proposed land use for the property; or (b) describing its *bona fide* objection(s) to the City's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the County's objection(s);

2. If the County has no objection to the City's proposed land use or zoning classification, the City is free to proceed with the annexation. If the County fails to respond to the City's notice in writing within the deadline, the City is free to proceed with the annexation and the County loses any right to invoke the dispute resolution process, attempt to delay or 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, the City will respond to the County in writing within thirty (30) working days of receiving the County's objection(s) by either: (a) agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); (b) agreeing with the County and stopping action on the proposed annexation; (c) disagreeing that the County's



objection(s) are *bona fide* and notifying the County that the city will seek a declaratory judgement in Court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.

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 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.

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.

Bobbe Alexander  
Attest City Clerk

W.D. Davis  
Authorized Representative of City Government

David D. Liberty  
Attest Clerk

Buddy R. Chapman  
Authorized Representative of County Government

RESOLUTION 98-14  
SERVICE DELIVERY STRATEGY  
WALKER COUNTY  
FORT OGLETHORPE

WHEREAS:

The city(\$) of Fort Oglethorpe, Georgia and Walker County 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,<sup>1</sup> 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.

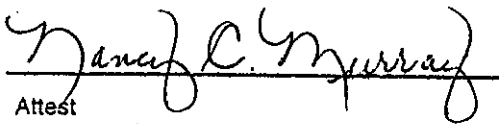
Within 30 working days<sup>2</sup> following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use 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.<sup>3</sup> 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)<sup>4</sup>, the city will respond to the county in writing within 30 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.<sup>5</sup>

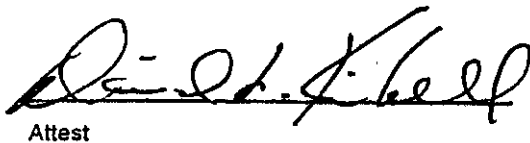
4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation.<sup>6</sup> The city and county agree to share equally any costs associated with the mediation.<sup>7</sup>
5. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).<sup>8</sup>

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.

  
Attest

  
Authorized Representative of City Government

  
Attest

  
Authorized Representative of County Government

## MEMORANDUM OF AGREEMENT

### ADOPTING A PROCESS TO RESOLVE LAND USE CLASSIFICATION DISPUTES OF AN AREA TO BE ANNEXED

This process is applicable only for the purpose of resolving land use classification disputes when Walker County, Georgia (County) objects to the proposed land use of an area to be annexed into the City of LaFayette, Georgia (City), a municipality which located within the County. No other basis for objection shall invoke this process.

Upon receipt of the notification to the County by the City as required in O.C.G.A. 36-36-6 and O.C.G.A.36-36-9, the County shall have ten (10) business days to notify the City in writing of its intent to object to the proposed annexation and shall specify the basis for the objection. The absence of said notification by the County shall be construed to mean the City may proceed with the annexation in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the annexation under consideration.

If the County serves notice of its intent to object, then the County shall have five (5) business days from the date of the County's notice to document in writing the nature of the objection. This documentation shall be delivered to the City.

Representatives of the City and the County shall have ten (10) business days from the City's receipt of the objections to meet and devise mitigative measures to address the specific land use conflicts created by the proposed annexation. Once the City and County agree that the mitigative measures are reasonable to address land use conflicts, then the City may approve the annexation with the imposition of said conditions.

If the City and County fail to reach an agreement on mitigative measures, then the City and County agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense of the mediation shall be equally borne by the City and County.

The mediator shall have up to thirty (30) calendar days to propose alternatives/mitigation, etc. to resolve the objections to the proposed land use classification. If accepted, the mediator's proposal must be approved by the designated representative(s) of both the City and County.

If at the end of the thirty (30) calendar days the City and County cannot agree to resolution of the objection through mediation, then



the dispute shall be referred to a Board of Annexation Appeals which shall be composed of three (3) members; one appointed by the City, one appointed by the County, and one who must be certified a land use planning professional approved by both the City and County.<sup>1</sup>

The Board of Annexation Appeals shall be vested with the Authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing for the purpose of hearing any comments as to the proposed annexation and/or the objections therein.

Within five (5) business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the annexation based on the land use classification proposed.
2. Deny the annexation based on the land use classification objection.
3. Approve the annexation based on the mediator's proposed resolution.

The City and County agree to be bound by the decision of the Board of Annexation Appeals. All costs associated with the work of the Board of Annexation Appeals shall be equally borne by the City and County.

Nothing in this process shall prohibit the City from proceeding with its annexation process subject to the final outcome of this process.

Nothing in this process shall preclude the rights of any property owner to seek additional relief in a court of competent jurisdiction.

The effective date of this Agreement shall be July 1, 1999.

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<sup>1</sup> Members of the Board of Annexation Appeals may not be an elected official, staff member or employee of the County or City.

The agreement may be modified or amended by approval of the County and City.

SO AGREED this 8th day of June, 1998.

WALKER COUNTY, GEORGIA

BY: Bruce S. Chapman  
SOLE COMMISSIONER

ATTEST: [Signature]  
CLERK

(SEAL)

CITY OF LAFAYETTE, GEORGIA

BY: [Signature]  
MAYOR Pro-Tem

ATTEST: [Signature]  
CLERK

(SEAL)

MEMORANDUM OF AGREEMENT

ADOPTING A PROCESS TO RESOLVE  
LAND USE CLASSIFICATION DISPUTES OF AN AREA TO BE ANNEXED

The process set forth in this Agreement is applicable only for the purpose of resolving land use classification disputes when Walker County, Georgia (County) has a bona fide land use classification objection to the proposed land use of an area to be annexed into the City of Lookout Mountain, Georgia (City), a municipality which is located within the County. No other basis for objection shall invoke this process.

Upon receipt of notification to the County by the City as required in O.C.G.A. 36-36-6 and O.C.G.A. 36-36-9, the County shall have ten (10) business days to notify the City in writing that the County has a bona fide land use classification objection (as defined in O.C.G.A. §36-36-11(a)) to the proposed annexation and shall specify the basis for the objection. The absence of said notification by the County shall be construed to mean the City may proceed with the annexation in compliance with applicable state and local laws and ordinances, and no subsequent objections under this process may be filed for the annexation under consideration.

If the County serves notice of a bona fide objection, then the County shall have five (5) business days from the date of the County's notice to document in writing the nature of the objection and to provide supporting information. This documentation shall be delivered to the City within said five (5) day period.

Representatives of the City and the County shall have ten (10) business days from the City's receipt of the objection to meet and devise mitigative measures to address the specific land use conflicts created by the proposed annexation. Once the City and County agree that the mitigative measures are reasonable to address bona fide land use conflicts, then the City may approve the annexation with the imposition of said conditions.

If the City and County fail to reach an agreement on mitigative measures, then the City and County agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense of the mediation shall be equally borne by the City and County.

The mediator shall have up to thirty (30) calendar days to propose alternatives/mitigation, etc. to resolve any bona fide land use classification objections. If accepted, the mediator's proposal must be approved by the designated representative(s) of both the City and County.

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If at the end of the thirty (30) calendar days the City and County cannot agree to resolution of the objection through mediation, then the dispute shall be referred to a Board of Annexation Appeals which shall be composed of three (3) members: one appointed by the City, one appointed by the County, and one who must be certified a land use planning professional approved by both the City and County.

The Board of Annexation Appeals shall be vested with the Authority to make the final administrative determination as to the validity and applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing for the purpose of hearing any comments as to the proposed annexation and/or the objections thereto.

Within five (5) business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the annexation based on the land use classification proposed.
2. Deny the annexation based on the land use classification objection.
3. Approve the annexation based on the mediator's proposed resolution.

The City and County agree to be bound by the decision of the Board of Annexation Appeals. All costs associated with the work of the Board of Annexation Appeals shall be equally borne by the City and County.

Nothing in this process shall prohibit the City from proceeding with annexation subject to the final outcome of this process.

Nothing in this process shall preclude the rights of any property owner to seek additional relief in a court of competent jurisdiction.

The effective date of this Agreement shall be July 1, 1998.

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Members of the Board of Annexation Appeals may not be an elected official, staff member or employee of the County or City.

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217705/v.1

The Agreement may be modified or amended by written agreement of the County and City.

This Agreement may be terminated at any time, with or without cause, by either of the parties hereto, by the giving of sixty (60) days advance written notice of termination to the other party.

SO AGREED this 25 day of June, 1998.

WALKER COUNTY, GEORGIA

By: Buddy L. Chapman  
SOLE COMMISSIONER

ATTEST: Don Ed. Kimbell  
CLERK

(SEAL)

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By: J. H. Hill  
MAYOR

ATTEST: Brenda A. Miller  
CLERK

(SEAL)

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITIES OF LAFAYETTE, LOOKOUT MOUNTIAN,  
ROSSVILLE, CHICKAMAUGA, FORT OGLETHORPE AND WALKER COUNTY  
GEORGIA

Georgia law requires that there shall be coordinated and comprehensive planning by the several counties and municipalities of the State of Georgia; and as a part of said planning and in order to comply with all applicable laws, the Cities of Lafayette, Lookout Mountain, Rossville, Chickamauga, Fort Oglethorpe And Walker County Georgia, hereby enter into this Memorandum of Agreement, and agree between each other that, in the future, any extraterritorial water and sewer services by either of them shall be consistent with all applicable land use plans and ordinances all as provided by O.C.G.A. & 36-70-24 (4)(B).

The effective date of this Agreement shall be October 15, 1999.

The agreement may be modified or amended in writing by joint approval of the County and Cities.

SO AGREED THIS 28<sup>th</sup> DAY OF September, 1999.

WALKER COUNTY, GEORGIA

ATTEST:

CLERK

CITY OF ROSSVILLE

BY:

MAYOR

CITY OF LAFAYETTE

BY:

MAYOR

CITY OF FORT OGLETHORPE

BY:

MAYOR

BY:

COMMISSIONER

CITY OF LOOKOUT MOUNTAIN

BY:

MAYOR

CITY OF CHICKAMAUGA

BY:

MAYOR

**SERVICE DELIVERY STRATEGY  
CERTIFICATIONS**

PAGE 4

**Instructions:**

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

**SERVICE DELIVERY STRATEGY FOR Walker COUNTY**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)); and
5. The process(es) for resolving land use disputes arising over annexation were established by the July 1, 1998 deadline (O.C.G.A. 36-70-24(4)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
<i>Buddy Chapman</i>	Buddy Chapman	Commission Chair	Walker County	9-28-99
<i>Ray Crowder</i>	Ray Crowder	Mayor	Chickamauga	9-27-99
<i>Doyle Camp</i>	Doyle Camp	Mayor	Fort Oglethorpe	9-27-99
<i>Neal Florence</i>	Neal Florence	Mayor	LaFayette	10-11-99
<i>Ian Hamilton</i>	Ian Hamilton	Mayor	Lookout Mountain	9/21/99
<i>W.S. North</i>	Bill North	Mayor	Rossville	9/23/99