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# GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

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		SERVICE DELIVERY S	FRATEGY	
	FO	R Walker	COUNTY	PAGE 1
Ge	NERAL INSTRUCTIONS:			
۱.	Only one set of these forms sf agreement reached by all citie	hould be submitted per county. The count of a submitted per county. The counties that were party to the	ompleted forms should clearly particle delivery strategy.	present the collective
2.	List each local government an below.	d/or authority that provides services	included in the service delivery	strategy in Section II
3.	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 Arrange- ments form (page 2).				
5. Complete one copy of the Summary of Land Use Agreements form (page 3).				
6. Have the <i>Certifications</i> 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 alon	ng with any attachments to:		
	Georgia Department of C	ommunity Affairs	······	
	Office of Coordinated Pla 60 Executive Park South, Atlanta, Georgia 30329		For answers to most frequent Georgia's Service Delivery A publications, visit DCA's web www.dca.servicedelivery.org, Coordinated Planning at (40-	ct, links and helpful site at or call the Office of
ln tl deli	CAL GOVERNMENTS INC nis section, list all local governments ( very strategy. Iker County	CLUDED IN THE SERVICE DEL including cities located partially within the co Lookout Mountain	IVERY STRATEGY: anty) and authorities that provide service	ces included in the service
Chi For	ckamauga t Oglethorpe Fayette	Rossville		
		IE SERVICE DELIVERY STRAT		
Ani Arc Bui Cer Cha Civ Cor Cor DFa	ACS	E-911 Economic Developme Electric Utility Extension Service Family Connection Fire Inspection Fire Protection Food Pantry Gas Department Hospital Jail Law Enforcement	Museum Parks & Recret Planning/Zonin Property Appra Recycling Road & Street Senior Citizen Solid Waste Co Solid Waste Di Stormwater Ma	ation ng nisal Construction/Maint. Programs ollection sposal
	g Task Force	Library	Transit Water/Sewer	

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question belo	of this form and complete one for each s w, attaching additional pages as necessary. f Community Affairs.	ervice listed on page 1, Section III. Use exactly the s If the contact person for this service (listed at the botto	same service names listed on page 1. Answer each om of the page) changes, this should be reported to the
County: <u>V</u>	Valker	Service: Airport	
1. Cheo	k the box that best describes the a	greed upon delivery arrangement for this se	ervice:
ĸ	Service will be provided countyv (If this box is checked, identify the service of	vide (i.e., including all cities and unincorporate government, authority or organization pr	rated areas) by a single service provider. oviding the service.)
	Service will be provided only in checked, identify the government	the unincorporated portion of the county by t, authority or organization providing the se	a single service provider. (If this box is rvice.)
	One or more cities will provide the provided in unincorporated areas providing the service.)	his service only within their incorporated bo . (If this box is checked, identify the govern	oundaries, and the service will not be numeration or organization
	One or more cities will provide the service in unincorporated are providing the service.)	his service only within their incorporated bo as. (If this box is checked, identify the gove	oundaries, and the county will provide ernment(s), authority or organization
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.)			
identifi	eveloping the strategy, were overla ed? Yes X No	pping service areas, unnecessary competition	on and/or duplication of this service
If these ping bu	conditions will continue under the	e strategy, attach an explanation for contin C.G.A. 36-70-24(1)), overriding benefits of to be eliminated).	nuing the arrangement (i.e., overlap- the duplication, or reasons that overlap-
If these will be	conditions will be eliminated und taken to eliminate them, the respo	er the strategy, attach an implementation and a strategy, attach and an implementation and the agreed upon deadline for the strategy of the st	schedule listing each step or action that or completing it.
enterpri bonded	each government or authority that se funds, user fees, general funds, indebtedness, etc.). iovernment or Authority:	will help to pay for this service and indicate special service district revenues, hotel/mote Funding Method:	e how the service will be funded (e.g., el taxes, franchise taxes, impact fees,
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			·
LaFay	ette	General Fund, User Fees	
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			· · · · · · · · · · · · · · · · · · ·
4. How None		bus arrangements for providing and/or fund	ing this service within the county?
5. List a this ser	any formal service delivery agreen vice:	ents or intergovernmental contracts that wi	ill be used to implement the strategy for
Agreen	ent Name:	Contracting Parties:	Effective and Ending Dates:
None			
6. What acts of None	other mechanisms (if any) will be he General Assembly, rate or fee o	e used to implement the strategy for this ser- changes, etc.), and when will they take effect	vice (e.g., ordinances, resolutions, local ct?
7	Greg West	hersby	
7. Perso Phone i	on completing form: Greg Weat number: (706)295-6485	Date completed: May 2	7, 1999
are con If not, p	s the person who should be contac sistent with the service delivery str provide designated contact person( Chapman, County Commis	s) and phone number(s) below:	her proposed local government projects

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	of Community Affairs. Walker	Service: Animal Cor	atrol
		the agreed upon delivery arrangement for th	
п сп <b>с</b>		· •	
(If this box is checked, identify the government, authority or organization providing the service.)			on providing the service.)
	Service will be provided on checked, identify the goverr	ly in the unincorporated portion of the count ment, authority or organization providing th	y by a single service provider. (If this box is e service.)
	One or more cities will prov provided in unincorporated providing the service.)	ide this service only within their incorporate areas. (If this box is checked, identify the go	ed boundaries, and the service will not be overnment(s), authority or organization
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.)			
identifi	ed?	overlapping service areas, unnecessary compo	etition and/or duplication of this service
If these ping bi	Yes X No conditions will continue und at higher levels of service (Sec rvice areas or competition car	er the strategy, attach an explanation for co e O.C.G.A. 36-70-24(1)), overriding benefits mot be eliminated).	ontinuing the arrangement (i.e., overlap- s of the duplication, or reasons that overlap-
If these will be	conditions will be eliminated taken to eliminate them, the r	l under the strategy, <b>attach an implementat</b> responsible party and the agreed upon deadlin	ion schedule listing each step or action that ne for completing it.
enterpr	each government or authority ise funds, user fees, general fu indebtedness, etc.).	that will help to pay for this service and indi unds, special service district revenues, hotel/	icate how the service will be funded (e.g., motel taxes, franchise taxes, impact fees,
	Bovernment or Authority:	Funding Method:	
	er County	General Fund, User Fees	
	amauga	General Fund	
	Oglethorpe	General Fund	
LaFay		General Fund	
	out Mountain	General Fund	
Rossv		General Fund	
	will the strategy shows the		·····
4 140.04	with the strategy change the p	previous arrangements for providing and/or f	unding this service within the county?
4. How None		greements or intergovernmental contracts tha	it will be used to implement the strategy for
None	any formal service delivery ag vice:		
None 5. List : this ser	any formal service delivery ag vice: nent Name:	Contracting Parties:	Effective and Ending Date:
None 5. List : this ser	vice:	Contracting Parties:	Effective and Ending Date
None 5. List this ser Agreen	vice:	Contracting Parties:	Effective and Ending Date:
None 5. List this ser Agreen None 6. Wha acts of	vice: nent Name: t other mechanisms (if any) w	Contracting Parties: ////////////////////////////////////	service (e.g., ordinances, resolutions, local
None 5. List this ser Agreen None 6. Wha	vice: nent Name: t other mechanisms (if any) w	fill be used to implement the strategy for this	service (e.g., ordinances, resolutions, local
None 5. List this ser Agreen None 6. Wha acts of None 7. Perso	vice: nent Name: t other mechanisms (if any) w	vill be used to implement the strategy for this fee changes, etc.), and when will they take e	service (e.g., ordinances, resolutions, local effect?

	Valker	Service: Archives/Re	cords		
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I. Cheo		he agreed upon delivery arrangement for thi			
	Service will be provided cour (If this box is checked, identi	ntywide (i.e., including all cities and uninco fy the government, authority or organization	rporated areas) by a single service provider n providing the service.)		
۵	Service will be provided only checked, identify the governme	in the unincorporated portion of the county nent, authority or organization providing the	v by a single service provider. (If this box is e service.)		
	One or more cities will provide provided in unincorporated an providing the service.)	le this service only within their incorporate reas. (If this box is checked, identify the gov	d boundaries, and the service will not be vernment(s), authority or organization		
X	One or more cities will provid the service in unincorporated providing the service.)	le this service only within their incorporate areas. (If this box is checked, identify the g	d boundaries, and the county will provide overnment(s), authority or organization		
	Other. (If this box is checked identify the government, auth	, attach a legible map delineating the serviority, or other organization that will provide	vice area of each service provider, and e service within each service area.)		
identifi	ed?	erlapping service areas, unnecessary compe	tition and/or duplication of this service		
If these ping bu	conditions will continue under	r the strategy, attach an explanation for co O.C.G.A. 36-70-24(1)), overriding benefits not be eliminated).	ntinuing the arrangement (i.e., overlap- of the duplication, or reasons that overlap-		
If these will be	conditions will be eliminated taken to eliminate them, the re	under the strategy, attach an implementati sponsible party and the agreed upon deadlir	on schedule listing each step or action that the for completing it.		
enterpr. bonded	each government or authority t ise funds, user fees, general fur indebtedness, etc.). Government or Authority:	hat will help to pay for this service and indinds, special service district revenues, hotel/r	cate how the service will be funded (e.g., notel taxes, franchise taxes, impact fees,		
	r County	Funding Method: General Fund			
	amauga	General Fund			
	glethorpe	General Fund			
LaFay		General Fund			
	out Mountain	General Fund			
Rossv		General Fund			
			· · · · · · · · · · · · · · · · · · ·		
		· · · · · · · · · · · · · · · · · · ·			
		evious arrangements for providing and/or for	anding this service within the county?		
None	any formal service delivery agr	evious arrangements for providing and/or for reements or intergovernmental contracts that	- ·		
None 5. List : this ser	any formal service delivery agr		t will be used to implement the strategy for		
None 5. List : this ser	e any formal service delivery agr vice:	eements or intergovernmental contracts that	t will be used to implement the strategy for		
None 5. List this ser Agreen	e any formal service delivery agr vice:	eements or intergovernmental contracts that	- ·		
None 5. List this ser Agreen	e any formal service delivery agr vice:	eements or intergovernmental contracts that	t will be used to implement the strategy for		
None 5. List this ser Agreen None 6. Wha	any formal service delivery agr vice: ment Name: t other mechanisms (if any) wi	eements or intergovernmental contracts that	t will be used to implement the strategy for Effective and Ending Dat service (e.g., ordinances, resolutions, local		
None 5. List this ser Agreen None 6. Wha acts of None 7. Perso	any formal service delivery agr vice: ment Name: t other mechanisms (if any) wi	Contracting Parties: Contracting Parties:	t will be used to implement the strategy for Effective and Ending Dat service (e.g., ordinances, resolutions, local ffect?		

Insti	uctions:
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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:	Wal	ker

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.)
- 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.).

Elocal Government of Authority.	Funding Method;	
Walker County	User Fees	
I - Durate	······	
LaFayette	User Fees & License	· · · · · · · · · · · · · · · · · · ·
Lookout Mountain	User Fees & License	
	······································	
4. How will the strategy change the previo	ous arrangements for providing and/or funding this	service within the county?
None		
5. List any formal service delivery agreem	ents or intergovernmental contracts that will be use	ed to implement the strategy for
this service:		to implement the strategy for
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
None		
		-
6 What ask an an an arrive (if an a) with the		
o. what other mechanisms (if any) will be acts of the General Assembly rate or fee c	used to implement the strategy for this service (e.g hanges, etc.), and when will they take effect?	g., ordinances, resolutions, local
None	nunges, etc.), and when with they take effect?	
7. Person completing form: Greg Weath Phone number: (706)295-6485	nersby	
Phone number: (706)295-6485	Date completed: May 27, 199	9
Q to this the nerver whe should be served	ad hu atata agamaina ultarturaturturatu	
are consistent with the service delivery str	ted by state agencies when evaluating whether prop ategy? These X No	bosed local government projects
If not, provide designated contact person(s		
Buddy Chapman, County Commiss	• •	

Instructions: Make copies of this form and complete one for e	ach 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 neces Department of Community Affairs.	sary. If the contact person for this service (listed at the bott	om of the page) changes, this should be reported to the		
County: Walker	Service: Building Inspec			
1. Check the box that best describes t	he agreed upon delivery arrangement for this se	ervice:		
Service will be provided cou (If this box is checked, identi	ntywide (i.e., including all cities and unincorpo ify the government, authority or organization particular the second second	orated areas) by a single service provider. roviding the service.)		
Service will be provided only checked, identify the government	in the unincorporated portion of the county by ment, authority or organization providing the se	y a single service provider. (If this box is ervice.)		
One or more cities will provi provided in unincorporated a providing the service.)	de this service only within their incorporated b reas. (If this box is checked, identify the govern	oundaries, and the service will not be nment(s), authority or organization		
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.)				
identified?	verlapping service areas, unnecessary competiti	on and/or duplication of this service		
Yes X No If these conditions will continue unde ping but higher levels of service (See ping service areas or competition can	r the strategy, attach an explanation for conti O.C.G.A. 36-70-24(1)), overriding benefits of a not be eliminated).	nuing the arrangement (i.e., overlap- the duplication, or reasons that overlap-		
If these conditions will be eliminated will be taken to eliminate them, the re	under the strategy, attach an implementation sponsible party and the agreed upon deadline for	schedule listing each step or action that or completing it.		
enterprise funds, user fees, general fun bonded indebtedness, etc.).	hat will help to pay for this service and indicate ads, special service district revenues, hotel/mot	e how the service will be funded (e.g., el taxes, franchise taxes, impact fees,		
Local Government or Authority:	Funding Method:			
Walker County	Insurance Premium Tax, Permit F	ees		
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 pr None	evious arrangements for providing and/or fund	ing this service within the county?		
this service:	eements or intergovernmental contracts that wi	ill be used to implement the strategy for		
Agreement Name:	Contracting Parties:	Effective and Ending Dates:		
Nome				
acts of the General Assembly, rate or f	Il be used to implement the strategy for this service changes, etc.), and when will they take effect	vice (e.g., ordinances, resolutions, local ct?		
None				
7. Person completing form: Greg W Phone number: (706)295-6485	eathersby Date completed: May 2	7, 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? If not, provide designated contact person(s) and phone number(s) below: Buddy Chapman, County Commissioner, (706)638-1437				

question belo	of this form and complete one for each se	ervice listed on page 1, Section III. Use exactly the same servic f the contact person for this service (listed at the bottom of the p	e names listed on page 1. Answer each age) changes, this should be reported to the	
County: V	Valker	Service: Cemetary		
I. Chee	ck the box that best describes the ag	greed 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 t checked, identify the government	he unincorporated portion of the county by a single , authority or organization providing the service.)	service provider. (If this box is	
ŭ	One or more cities will provide the provided in unincorporated areas. providing the service.)	is service only within their incorporated boundaries (If this box is checked, identify the government(s),	and the service will not be authority or organization	
	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.)			
identifi	eveloping the strategy, were overlap ed? Yes 🛛 No	pping service areas, unnecessary competition and/or	duplication of this service	
If these ping bu	conditions will continue under the	strategy, attach an explanation for continuing the G.A. 36-70-24(1)), overriding benefits of the duplic e eliminated).	e arrangement (i.e., overlap- cation, or reasons that overlap-	
If these will be	conditions will be eliminated unde taken to eliminate them, the respon	r the strategy, attach an implementation schedule sible party and the agreed upon deadline for comple	listing each step or action that eting it.	
enterpri	each government or authority that wise funds, user fees, general funds, indebtedness, etc.).	vill help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, f	service will be funded (e.g., franchise taxes, impact fees,	
Local C	overnment or Authority:	Funding Method:	·····	
Chick	amauga	General Fund, User Fees		
LaFay	ette	General Fund, User Fees		
4. How	will the strategy change the previo	us arrangements for providing and/or funding this se	ervice within the county?	
None				
5. List a this serv	iny formal service delivery agreem vice:	ents or intergovernmental contracts that will be used	to implement the strategy for	
Agreen	ent Name:	Contracting Parties:	Effective and Ending Dates:	
None				
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		used to implement the strategy for this service (e.g. hanges, etc.), and when will they take effect?	, ordinances, resolutions, local	
7 Da-	on completing form. Greg Weath	ersby		
7. Perso Phone r	on completing form: Greg Weath number: (706)295-6485	Date completed: May 27, 1999		
are cons lf not, p	s the person who should be contact sistent with the service delivery stra provide designated contact person(s v Chapman, County Commiss	) and phone number(s) below:	osed local government projects	
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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: Chamber of Commerce			
1. Check the box that best desc	ibes 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 provide (If this box is checked, identify the government, authority or organization providing the service.)			s) by a single service provider. he service.)		
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this be checked, identify the government, authority or organization providing the service.)			ervice provider. (If this box is		
provided in unincorpor	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.)				
the service in unincorp	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.)				
<ul> <li>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.</li> <li>In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?         <ul> <li>Yes</li> <li>Yes</li> <li>No</li> </ul> </li> <li>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).</li> </ul>					
		gy, attach an implementation schedule and the agreed upon deadline for comple			
enterprise funds, user fees, gen bonded indebtedness, etc.).	ral funds, special ser	pay for this service and indicate how the vice district revenues, hotel/motel taxes, fi			
Local Government or Authority	: Funding Genera	Method:			
Walker County Chickamauga	Genera				
LaFayette	Ganaru	l Fund: Hotel/Motel Tax			
Rossville	Genera	1 /C			
	Genera				
l 					
	l				
<ul> <li>4. How will the strategy change</li> <li>None</li> </ul>	the previous arrange	ments for providing and/or funding this se	ervice within the county?		
this service:		ergovernmental contracts that will be used			
Agreement Name: Walker County Chambe		ting Parties: er County and all citles	Effective and Ending Dates:		
Commerce Agreement			July 8, 1991		
acts of the General Assembly, r 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: G Phone number: (706)295-64	eg Weathersby 85	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? If not, provide designated contact person(s) and phone number(s) below: Buddy Chapman, County Commissioner, (706)638-1437					

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Georgia, Walker County

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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.

 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

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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

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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.

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

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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

- 4 -

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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.

- 5 -

This agreement shall be construed equally between 25. 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 18th day of

Une, 1991.

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WALKER COUNTY, GEORGIA

by: ROY E. PARRISH, JR. County Commissioner

Attest the Seal of the County:

Secretary

- 6 -

365

Accepted under hand and seal this  $\frac{8+4}{2}$  day of July \_\_\_\_, 1991.

WALKER COUNTY CHAMBER OF COMMERCE, INC.

<u>Cloub RC</u> President by:

Attest the Seal of the Corporation:

Seal Km Ra Secretary

Prepared by:

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

- 7 -

	GEORGIA	Walker	County	in the second second
•	On the	18th	day of	, 1991
Ţ	O THE STATE DEPARTMEN	NT OF HUMAN RESOUR	RCES, ATLANTA, GEORGIA:	
ſ	commissioners of said	County, or the So	ecorded in the minutes of ole Commissioner of said C ounty, as the case may be.	ounty, or the duly
5	subject to the approv	al of the State D	al and respected citizens epartment of Human Resourc n Services of the County o B. Napieras members of said Bo	es, as members of Walker
I	PLEASE NOTE			
	The persons hereby re the State or County o office; and (2) do no of the County Departm	or any subdivision of have a member o	ointment (1) are not "Elec thereof", nor do they hol of their immediate family w	ted Officers of Id any other County who is an employee
	(1) Mrs. Iris S. Andı	rews	_, Address: Route 4, Box Telephone No: 404 53	<u>600, Chickamauga,</u> GA 9-2550
	(2) Carl L. Ellis		, Address: <u>P.O. Box 727.</u> Telephone No: <u>404 866</u>	<u>LaFayette, GA 30</u> 728 -0088 or 404 638-1929
	(3) Pat Hamilton		, Address: <u>100 Osburn St</u> Telephone No: <u>404 375</u>	- <u>Chickamauga</u> .GA 30
	(1)		, Address: Telephone No:	
ę	(2)		, Address: Telephone No:	
	(3)		, Address: Telephone No:	
	In witness whereof, his seal of office,	the undersigned o in duplicate, thi	fficial has hereunto set h s the <u>18th</u>	nis hand and affixed day of June 1991
			ADD OF COUNTY COUNTESTONE	
		ВО	ARD OF COUNTY COMMISSIONER Walker COUNTY	

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.)

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Instructions: Make copies of thi question below, atta Department of Con	aching additional pages as necessary. I	ervice listed on page 1, Section III. Use exactly the same service f the contact person for this service (listed at the bottom of the pa	e names listed on page 1. Answer each age) changes, this should be reported to the		
County: Walk	(er	Service: Civic Center			
		reed upon delivery arrangement for this service:			
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🔲 🗖 Ser					
D On pro	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.)				
the the	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.)				
⊠ Oth ide	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.)				
identified?		opping service areas, unnecessary competition and/or	duplication of this service		
ping but hig	ditions will continue under the	strategy, attach an explanation for continuing the G.A. 36-70-24(1)), overriding benefits of the duplic e eliminated).	e arrangement (i.e., overlap- cation, or reasons that overlap-		
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Walker Co	•	General Fund, User Fees			
Chickamauga General Fund, User Fees			· · · · · · · · · · · · · · · · · · ·		
Rossville					
KOSSVIIIC		General Fund, User Fees			
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5. List any f this service:	formal service delivery agreem	ents or intergovernmental contracts that will be used	to implement the strategy for		
Agreement l	Name:	Contracting Parties:	Effective and Ending Dates:		
None					
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acts of the G 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 co Phone numb	mpleting form: Greg Weath per: (706)295-6485	Date completed: May 27, 1999			
are consister If not, provid	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? If not, provide designated contact person(s) and phone number(s) below: Buddy Chapman, County Commissioner, (706)638-1437				

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	SUM	IMARY OF SERVICE DELIVERY ARR	ANGEMENTS	PAGE 2
question below	of this form and complete one for v, attaching additional pages as ne f Community Affairs.	r each service listed on page 1, Section III. Use exact cessary. If the contact person for this service (listed at th	ly the same service names list to bottom of the page) change	ted on page 1. Answer each ss, this should be reported to the
County: <u>W</u>	Valker	Service: Code Enfor	rcement	
I. Chec	k the box that best describe	es the agreed upon delivery arrangement for t	his service:	
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23	One or more cities will pro the service in unincorpora providing the service.)	ovide this service only within their incorpora ted areas. (If this box is checked, identify the	ted boundaries, and the government(s), author	county will provide ity or organization
	Other. (If this box is check identify the government, a	ed, attach a legible map delineating the se authority, or other organization that will provi	rvice area of each serv ide service within each	vice provider, and service area.)
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	County	Insurance Premium Tax, User	- Eas	
Fort O	glethorpe	General Fund, User Fees	<b></b>	
LaFaye	÷ .	General Fund, User Fees	<u> </u>	······
Looko	ut Mountain	User Fees		<u> </u>
Rossvi	lle	General Fund, User Fees		
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	<u>,                                     </u>			
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this serv	vice:	agreements or intergovernmental contracts th	at will be used to imple	ement the strategy for
	ent Name:	Contracting Parties:	Effe	ctive and Ending Dates:
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6. What acts of the None	other mechanisms (if any) he General Assembly, rate of	will be used to implement the strategy for the or fee changes, etc.), and when will they take	is service (e.g., ordinand effect?	ces, resolutions, local
	<u> </u>			
7. Perso Phone n	n completing form: Greg umber: (706)295-6485	Weathersby Date completed: M	ay 27, 1999	
are cons	istent with the service deliv	contacted by state agencies when evaluating very strategy?	whether proposed local	government projects

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

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question belo	of this form and complete one for each se	ervice listed on page 1, Section III. Use exactly the same servic f the contact person for this service (listed at the bottom of the p	e names listed on page 1. Answer each bage) changes, this should be reported to the
County: V	Valker	Service: Commodities Distribut	lion
I. Cheo	ck the box that best describes the ag	greed upon delivery arrangement for this service:	
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walke	r County	General Fund	
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None			
7. Perso Phone n	n completing form: Greg Weath umber: (706)295-6485	ersby Date completed: May 27, 1999	
are cons If not, p	s the person who should be contactors sistent with the service delivery stra rovide designated contact person(s Chapman, County Commiss	) and phone number(s) below:	osed local government projects

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I. Chec	k the box that best describes the ag	reed upon delivery arrangement for this service:			
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Fort O	glethorpe	General Fund			
LaFay	ette	General Fund			
Looko	ut Mountain	General Fund			
Rossv	ille	General Fund			
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None					
		used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect?	ordinances, resolutions, local		
7. Perso Phone r	on completing form: Greg Weath number: (706)295-6485	ersby Date completed: May 27, 1999			
are con: If not, r	s the person who should be contact sistent with the service delivery stra provide designated contact person(s v Chapman, County Commiss	) and phone number(s) below:	sed local government projects		

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County: V	/alker	Service: DFACS		
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		- · -	orporated areas) by a single service provider.	
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7. Perso Phone n	n completing form: <u>Greg We</u> umber: <u>(706)295-6485</u>	athersby Date completed: Ma	ay 27, 1999	
are cons If not, p	istent with the service delivery	strategy? 🔲 Yes 🕅 No n(s) and phone number(s) below:	whether proposed local government projects	

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unty: <u></u>	Walker	Service: Drug Task Ford	ce	
I. Che	ck the box that best describes	the agreed upon delivery arrangement for this s		
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County: V	Valker	Service: E-911	
I. Cheo	ck the box that best describes the ag	reed upon delivery arrangement for this service:	
ĸ	Service will be provided countyw (If this box is checked, identify th	ide (i.e., including all cities and unincorporated area e government, authority or organization providing t	is) by a single service provider. he service.)
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	Other. (If this box is checked, attained identify the government, authority	ach a legible map delineating the service area of e , or other organization that will provide service with	each service provider, and hin each service area.)
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enterpri bonded	se funds, user fees, general funds, s indebtedness, etc.).	vill help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, f	service will be funded (e.g., ranchise taxes, impact fees,
	overnment or Authority:	Funding Method:	
walke	r County	General Fund, User Fee	
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4. How None	· ·	us arrangements for providing and/or funding this se	ervice within the county?
5. List a this serv	any formal service delivery agreem	ents or intergovernmental contracts that will be used	to implement the strategy for
Agreen	ent Name:	Contracting Parties:	Effective and Ending Dates:
None		:	
acts of t None	he General Assembly, rate or fee cl	used to implement the strategy for this service (e.g., nanges, etc.), and when will they take effect?	ordinances, resolutions, local
7. Perso Phone n	on completing form: Greg Weath number: (706)295-6485	ersby Date completed: May 27, 1999	
are cons If not, p	s the person who should be contactor sistent with the service delivery stra rovide designated contact person(s chapman, County Commiss	and phone number(s) below:	sed local government projects
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		IS PAGE 2		
Department of Community Affairs.	ervice listed on page 1, Section III. Use exactly the same service If the contact person for this service (listed at the bottom of the p	ce names listed on page 1. Answer each page) changes, this should be reported to the		
County: Walker	Service: Economic Developme	nt		
1. Check the box that best describes the a	greed upon delivery arrangement for this service:			
Service will be provided countyw	vide (i.e., including all cities and unincorporated are be government, authority or organization providing	as) by a single service provider. the service.)		
Service will be provided only in t	he unincorporated portion of the county by a single , authority or organization providing the service.)			
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bonded indebtedness, etc.).	vill help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, t	service will be funded (e.g., franchise taxes, impact fees,		
Local Government or Authority:	Funding Method:			
Walker County	General Fund			
· ·				
LaFayette	General Fund			
4. How will the strategy change the previou None	us arrangements for providing and/or funding this s	ervice within the county?		
5. List any formal service delivery agreeme	ents or intergovernmental contracts that will be used	to implement the strategy for		
this service: Agreement Name:	Contracting Parties:			
NW GA Joint Development	Walker, Dade, Chattooga	Effective and Ending Dates:		
	Marker, Daue, Charlooga	effective 12/11/97		
6. What other mechanisms (if any) will be acts of the General Assembly, rate or fee cl None	used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect?	, ordinances, resolutions, local		
7. Person completing form: Greg Weath Phone number: (706)295-6485	ersby Date completed: May 27, 1999			
8. Is this the person who should be contacte are consistent with the service delivery stra If not, provide designated contact person(s) Buddy Chapman, County Commissi	ed by state agencies when evaluating whether propo tegy?  Yes X No and phone number(s) below:	-		

#### AGREEMENT

- 1 e - **1** 

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>	Population	Х	<u>Per Capita Rate</u>	=	County Funding
Chattooga	22,953		2.50		57,382.00
Dade	14,486		2.50		36,215.00
Walker	61,163		<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: <u>fim factor</u> Commissioner

DADE COUNTY, GEORGIA By: hairman of Commissioners B of

WALKER COUNTY, GEORGIA

Phasen By; Commissioner

Watson, Dana & Gottlieb, LLP BUDGET.AGT 12/11/97

PAGE 2

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:

6. What other mechanisms (if an	ny) will be used to implement the strategy for this ate or fee changes, etc.), and when will they take e	service (e.g., ordinances, resolutions, local
lone		
5. List any formal service delive this service: Agreement Name:	ery agreements or intergovernmental contracts tha Contracting Parties:	at will be used to implement the strategy for Effective and Ending Dates
4. How will the strategy change None	the previous arrangements for providing and/or t	funding this service within the county?
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LaFayette	User Fees	
		· · · · · · · · · · · · · · · · · · ·
Chickamauga	User Fees	

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?  $\Box$  Yes  $\boxtimes$  No If not, provide designated contact person(s) and phone number(s) below:

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

Instructions:

County: <u>V</u>			
	Valker	Service: Extension Ser	vice
I. Chec	k the box that best describes	s the agreed upon delivery arrangement for this	service:
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identific	:d?	overlapping service areas, unnecessary competi	tion and/or duplication of this service
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	County	General Fund, Grants		
		General Fund, Granis		
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4. How v None	will the strategy change the prev	ious arrangements for providing and/or	funding this service within the county?	
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	ent Name:	Contracting Parties:	Effective and Ending Dat	
None				
acts of th None	ne General Assembly, rate or fee	changes, etc.), and when will they take	is service (e.g., ordinances, resolutions, local effect?	
Phone ni	n completing form: Greg Wea Imber: (706)295-6485	Date completed: M	lay 27, 1999	

### SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE D

<u> </u>	SUMMAN	CY OF SERVICE DELIVERY ARRANGEMEN	TS PAGE 2		
1 1	of this form and complete one for each a	service listed on page 1, Section III. Use exactly the same servi If the contact person for this service (listed at the bottom of the	ce names listed on page 1. Answer each page) changes, this should be reported to the		
County: _V	Valker	Service: Fire Inspection			
I. Chee	ck the box that best describes the a	agreed upon delivery arrangement for this service:			
Dă	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.)				
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	imauga	General Fund			
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LaFaye		General Fund			
	at Mountain	General Fund			
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Agreeme	ent Name:	Contracting Parties:	Effective and Ending Dates:		
None					
6. What o acts of th None	other mechanisms (if any) will be the General Assembly, rate or fee cl	used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect?	ordinances, resolutions, local		
7. Person Phone nu	n completing form: <u>Greg Weath</u> Imber: <u>(706)295-6485</u>	Date completed: May 27, 1999			
If not, pro	the person who should be contacte stent with the service delivery stra ovide designated contact person(s) Chapman, County Commissi	and phone number(s) below:	sed local government projects		

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

PAGE 2

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uestion below		vice listed on page 1, Section III. Use exactly the same service r the contact person for this service (listed at the bottom of the pag			
County: <u>W</u>	/alker	Service: Fire Protection			
		reed upon delivery arrangement for this service:			
		de (i.e., including all cities and unincorporated areas government, authority or organization providing the			
	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.)				
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bonded	indebtedness, etc.).	special service district revenues, hotel/motel taxes, fr	anchise taxes, impact fees,		
Local Government or Authority: Walker County		Funding Method: User Fees			
Chickamauga		User Fees			
Fort Oglethorpe					
LaFayette		General Fund General Fund			
	ut Mountain	General Fund			
Rossv		General Fund			
Mutu	al aid will continue as planne	us arrangements for providing and/or funding this se d. Rossville will not participate in autiomat	ic aid.		
this ser		ents or intergovernmental contracts that will be used Contracting Parties:	Effective and Ending Dates:		
Agreem		Chickamauga and Walker County	1/1/95		
acts of None 7 Perse		used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect? hersbyDate completed: May 27, 1999			
8. Is thi are con If not, j		ed by state agencies when evaluating whether propo ategy? 囗 Yes 凶 No and phone number(s) below:			

Minutes of the office of the Walker County Commissioner for the month of December, 1994.  $\frac{6}{5}$ 

#### 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").

#### WITNESSETH:

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

igcup Minutes of the office of the Walker County Commissioner for the month of December, 1994.

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.

The City shall have the right to inspect the City Fire Hall for 2.6 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

Minutes of the office of the Walker County Commissioner for the month of December, 1994.  $\stackrel{{}_{\scriptstyle \leftarrow}}{\rightarrow}$ 

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

Page 6

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:

Minutes of the office of the Walker County Commissioner for the month of December, 1994.65

(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 \_\_\_\_\_\_\_\_\_\_ day of December, 1994, and the County, acting by and through its duly constituted and elected Commissioner, has executed this Agreement on the \_\_\_\_\_\_\_\_ day of December, 1994.

CITY OF CHICKAMAUGA, GEORGIA By: Mayor Ú. By Councilman Ba Councilmat By: By Councilman By: Councilman Attest: <u>Clerk</u>

WALKER COUNTY, GEORGIA By: E. Parrish, Roÿ 14 Commissioner Juskell Attest: ke و ( Clerk

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Page 12

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enterpr bonded	ise funds, user fees, general funds, indebtedness, etc.).	will help to pay for this service and indicate how the special service district revenues, hotel/motel taxes,	
	Government or Authority:	Funding Method:	
walke	r County	General Fund, User Fees	
		General Fund	
	• • • •		· · · · · · · · · · · · · · · · · · ·
		······································	
		bus arrangements for providing and/or funding this s	service within the county?
None	•		
		ents or intergovernmental contracts that will be use	d to implement the strategy for
this ser Agreen	vice: nent Name:	Contracting Parties:	Effective and Ending Dates:
none			<u>8</u>
acts of None	the General Assembly, rate or fee of	used to implement the strategy for this service (e.g. hanges, etc.), and when will they take effect?	., ordinances, resolutions, local
7. Perso Phone	on completing form: Greg Weath number: (706)295-6485	Date completed: May 27, 1999	)
are con If not,	is the person who should be contac sistent with the service delivery str provide designated contact person( y Chapman, County Commiss	s) and phone number(s) below:	osed local government projects

#### SERVICE DELIVERY STRATEGY CTRARA DIT. ..... ..... .....

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	SUMMAR	Y OF SERVICE DELIVERY ARRANGEMENT	IS PAGE 2
question below	of this form and complete one for each so	ervice listed on page 1, Section III. Use exactly the same servic If the contact person for this service (listed at the bottom of the p	e names listed on page 1. Answer each age) changes, this should be reported to the
County: _V	Valker	Service: Law Enforcement	
1. Chec	ck the box that best describes the a	greed upon delivery arrangement for this service:	
	Service will be provided countyw (If this box is checked, identify the	vide (i.e., including all cities and unincorporated are ne government, authority or organization providing t	as) by a single service provider. the service.)
	Service will be provided only in t checked, identify the government	the unincorporated portion of the county by a single a authority or organization providing the service.)	service provider. (If this box is
	One or more cities will provide the provided in unincorporated areas. providing the service.)	nis service only within their incorporated boundaries. (If this box is checked, identify the government(s),	s, and the service will not be authority or organization
Ď	One or more cities will provide the service in unincorporated area providing the service.)	nis service only within their incorporated boundaries as. (If this box is checked, identify the government(s	s, and the county will provide s), authority or organization
	Other. (If this box is checked, att identify the government, authorit	ach a legible map delineating the service area of y, or other organization that will provide service wit	each service provider, and thin each service area.)
identifi	eveloping the strategy, were overla ed? Yes 🛛 No	pping service areas, unnecessary competition and/or	r duplication of this service
If these ping bu	conditions will continue under the	e strategy, attach an explanation for continuing th .G.A. 36-70-24(1)), overriding benefits of the duplic be eliminated).	e arrangement (i.e., overlap- cation, or reasons that overlap-
If these will be	conditions will be eliminated under taken to eliminate them, the respor	er the strategy, attach an implementation schedule nsible party and the agreed upon deadline for comple	b listing each step or action that eting it.
enterpri bonded	se funds, user fees, general funds, indebtedness, etc.).	will help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, i	e service will be funded (e.g., franchise taxes, impact fees,
	overnment or Authority:	Funding Method:	<u> </u>
	amauga	General Fund, Grants	
	glethorpe	General Fund	
	· ·	General Fund, Grants	
LaFay		General Fund	
Rossvi	ut Mountain	General Fund	
KUSSVI		General Fund	
·			
	· · · · · · · · · · · · · · · · · · ·		
4 11			
		ous arrangements for providing and/or funding this s	ervice within the county?
None			
5. List a	any formal service delivery agreem	ents or intergovernmental contracts that will be used	d to implement the strategy for
this ser	vice:		
	ent Name:	Contracting Parties:	Effective and Ending Dates:
none			
6 Whee	other mechanisms (if any) will be	used to implement the strategy for this service (e.g.	J
acts of i None	the General Assembly, rate or fee c	hanges, etc.), and when will they take effect?	, ordinances, resolutions, local
7. Perso Phone r	on completing form; Greg Weath number: (706)295-6485	nersby Date completed: May 27, 1999	)
are con: If not, p	s the person who should be contact sistent with the service delivery stra provide designated contact person(s Chapman, County Commiss	;) and phone number(s) below:	osed local government projects

<u></u>		JF SERVICE DELIVERY AR	CANGEMIEN 15	PAGE 2
structions: ake copies of this form ar estion below, attaching add :partment of Community A	tional pages as necessary. If th	ice listed on page 1, Section III. Use exact a contact person for this service (listed at	tly the same service names list the bottom of the page) change	ed on page 1. Answer each s, this should be reported to
ounty: Walker		Service; Library	· ·	
•	t best describes the agre	ed upon delivery arrangement for	this service:	
K Service wil	be provided countywide	e (i.e., including all cities and unir	cornorated areas) by a si	ingle service provider.
Cherokee ☐ Service wil	cegional Library be provided only in the	government, authority or organiza unincorporated portion of the cou uthority or organization providing	nty by a single service p	
One or mor provided in	cities will provide this a unincorporated areas. (If	service only within their incorporation for the service of the ser	ated boundaries and the	service will not be or organization
providing t	cities will provide this	service only within their incorpora	ated boundaries, and the	county will provide
the service providing t	n unincorporated areas.	(If this box is checked, identify th	e government(s), authori	ty or organization
Other. (If the identify the	s box is checked, attacl government, authority, c	h a legible map delineating the s or other organization that will prov	ervice area of each serv vide service within each s	ice provider, and service area.)
identified?		ng service areas, unnecessary con	npetition and/or duplicati	on of this service
If these conditions v ping but higher leve	No ill continue under the str s of service (See O.C.G. competition cannot be e	rategy, attach an explanation for A. 36-70-24(1)), overriding benef liminated).	continuing the arrange its of the duplication, or	ment (i.e., overlap- reasons that overlap-
If these conditions w will be taken to elim	Il be eliminated under the nate them, the responsib	he strategy, attach an implement ble party and the agreed upon dead	ation schedule listing ea lline for completing it.	ch step or action that
3. List each governmenterprise funds, use bonded indebtedness	fees, general funds, spe	help to pay for this service and ir cial service district revenues, hote	ndicate how the service week of the service week of the service week of the service of the servi	vill be funded (e.g., taxes, impact fees,
Local Government of	•	Funding Method:		
Walker County	(	General Fund		
Chickamauga		General Fund		
LaFayette	(	General Fund		
	ι			
Rossville	(	General Fund		
·····				
4. How will the strat	gy change the previous	arrangements for providing and/or	r funding this service wit	hin the county?
None				
this service:		s or intergovernmental contracts t	hat will be used to imple	ment the strategy for
Agreement Name:		Contracting Parties:	Effec	tive and Ending Dates
none				
6. What other mecha acts of the General A None	isms (if any) will be use sembly, rate or fee chan	ed to implement the strategy for the ges, etc.), and when will they take	is service (e.g., ordinanc e effect?	es, resolutions, local
7. Person completing Phone number: (70	form: Greg Weathers )295-6485	sbyDate completed: <u>N</u>	1ay 27, 1999	
are consistent with th	ho should be contacted e service delivery strateg ated contact person(s) at	by state agencies when evaluating y? D Yes 🖄 No	whether proposed local	government projects

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question belo	of this form and complete one for each se	rvice listed on page 1, Section III. Use exactly the same service f the contact person for this service (listed at the bottom of the pa	names listed on page 1. Answer each ge) changes, this should be reported to the
County: <u>V</u>	Valker	Service: Litter Control	
1. Chec	ck the box that best describes the ag	reed upon delivery arrangement for this service:	
	Service will be provided countyw (If this box is checked, identify th	ide (i.e., including all cities and unincorporated area e government, authority or organization providing th	s) by a single service provider. he service.)
	Service will be provided only in the checked, identify the government,	he unincorporated portion of the county by a single s authority or organization providing the service.)	service provider. (If this box is
	One or more cities will provide th provided in unincorporated areas. providing the service.)	is service only within their incorporated boundaries, (If this box is checked, identify the government(s),	, and the service will not be authority or organization
کلا ا	One or more cities will provide the the service in unincorporated area providing the service.)	is service only within their incorporated boundaries, s. (If this box is checked, identify the government(s)	, and the county will provide ), authority or organization
	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.)		
identifi	ed?	pping service areas, unnecessary competition and/or	duplication of this service
If these ping bu	Yes X No conditions will continue under the it higher levels of service (See O.C. rvice areas or competition cannot b	strategy, attach an explanation for continuing the G.A. 36-70-24(1)), overriding benefits of the duplicate eliminated).	arrangement (i.e., overlap- ation, or reasons that overlap-
If these will be	conditions will be eliminated unde taken to eliminate them, the respon	r the strategy, attach an implementation schedule sible party and the agreed upon deadline for comple	listing each step or action that ting it.
enterpri	each government or authority that v ise funds, user fees, general funds, s indebtedness, etc.).	vill help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, fi	service will be funded (e.g., ranchise taxes, impact fees,
	Sovernment or Authority:	Funding Method:	
Walke	r County	General Fund	
LaFay	ette	General Fund	······································
4. How None	•	us arrangements for providing and/or funding this se	ervice within the county?
5. List a this serv	any formal service delivery agreematives	ents or intergovernmental contracts that will be used	to implement the strategy for
Agreen	nent Name:	Contracting Parties:	Effective and Ending Dates:
none			
acts of t None		used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect? ersby Date completed: May 27, 1999	
8. Is thi are cons If not, p		ed by state agencies when evaluating whether propositegy? D Yes M No ) and phone number(s) below:	

	Walker	Service: Mosquito Control	
-		agreed upon delivery arrangement for this service:	
	Service will be provided count	ywide (i.e., including all cities and unincorporated are the government, authority or organization providing	eas) by a single service provider. the service.)
		n the unincorporated portion of the county by a single ent, authority or organization providing the service.)	service provider. (If this box is
	One or more cities will provide provided in unincorporated are providing the service.)	this service only within their incorporated boundarie as. (If this box is checked, identify the government(s)	s, and the service will not be , authority or organization
	One or more cities will provide the service in unincorporated a providing the service.)	e this service only within their incorporated boundarie reas. (If this box is checked, identify the government(	s, and the county will provide s), authority or organization
		attach a legible map delineating the service area of rity, or other organization that will provide service wi	
identifi	ed?	rlapping service areas, unnecessary competition and/o	r duplication of this service
If these ping bu		the strategy, attach an explanation for continuing the c.C.G.A. 36-70-24(1)), overriding benefits of the dupliest be eliminated).	
		nder the strategy, attach an implementation schedul ponsible party and the agreed upon deadline for comp	
enterpr bonded	ise funds, user fees, general fund l indebtedness, etc.).	at will help to pay for this service and indicate how th Is, special service district revenues, hotel/motel taxes,	e service will be funded (e.g., franchise taxes, impact fees,
	Dovernment or Authority:	Funding Method:	
waike	er County	General Fund	
	· · · · ·		
	······································		· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·	
			····
4 Нон	will the strategy change the pro-	uious arrangements for providing and/or fur diag this	and within the accurt of
4. How None		vious arrangements for providing and/or funding this	service within the county?
None 5. List this ser	e any formal service delivery agre vice:	ements or intergovernmental contracts that will be use	ed to implement the strategy for
None 5. List this ser	e any formal service delivery agre		ed to implement the strategy for
None 5. List this ser	e any formal service delivery agre vice:	ements or intergovernmental contracts that will be use	
None 5. List this ser Agreer	e any formal service delivery agre vice:	ements or intergovernmental contracts that will be use	ed to implement the strategy for
None 5. List this ser Agreer	e any formal service delivery agre vice:	ements or intergovernmental contracts that will be use	ed to implement the strategy for
None 5. List this ser Agreer none 6. What acts of	e any formal service delivery agre vice: nent Name: t other mechanisms (if any) will	ements or intergovernmental contracts that will be use	ed to implement the strategy for Effective and Ending Date
None 5. List this ser Agreer none 6. Wha acts of None	any formal service delivery agre vice: nent Name: t other mechanisms (if any) will the General Assembly, rate or fe	ements or intergovernmental contracts that will be use Contracting Parties: be used to implement the strategy for this service (e.g e changes, etc.), and when will they take effect?	ed to implement the strategy for Effective and Ending Dates
None 5. List this ser Agreer none 6. Wha acts of None 7. Pers	e any formal service delivery agre vice: nent Name: t other mechanisms (if any) will	ements or intergovernmental contracts that will be use Contracting Parties: be used to implement the strategy for this service (e.g e changes, etc.), and when will they take effect?	ed to implement the strategy for Effective and Ending Dates 

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S ( )  S ( )  S C  P P C C C C C C C C C C C C C C C	the box that best describes the ag ervice will be provided countyw if this box is checked, identify the ervice will be provided only in t hecked, identify the government one or more cities will provide the rovided in unincorporated areas. roviding the service.)	is service only within their incorporated bound	d areas) by a single service provider. ding the service.) ingle service provider. (If this box is e.) laries, and the service will not be		
S ( )  S ( )  S C  P P C C C C C C C C C C C C C C C	ervice will be provided countyw if this box is checked, identify the ervice will be provided only in the hecked, identify the government one or more cities will provide the rovided in unincorporated areas. roviding the service.) One or more cities will provide the service in unincorporated areas	ide (i.e., including all cities and unincorporated e government, authority or organization provid the unincorporated portion of the county by a si authority or organization providing the servic is service only within their incorporated bound (If this box is checked, identify the government is service only within their incorporated bound	d areas) by a single service provider. ding the service.) ingle service provider. (If this box is e.) laries, and the service will not be		
() D S C P P C C til P C til P C til C til C til C C C C C C C C C C C C C	If this box is checked, identify the ervice will be provided only in the hecked, identify the government one or more cities will provide the rovided in unincorporated areas. roviding the service.) One or more cities will provide the service in unincorporated areas	e government, authority or organization provide the unincorporated portion of the county by a si , authority or organization providing the service is service only within their incorporated bound (If this box is checked, identify the government is service only within their incorporated bound	ding the service.) ingle service provider. (If this box is e.) laries, and the service will not be		
C D C P P C C C C C C C C C C C C C	hecked, identify the government one or more cities will provide the rovided in unincorporated areas. roviding the service.) One or more cities will provide the service in unincorporated areas	authority or organization providing the servic is service only within their incorporated bound (If this box is checked, identify the government is service only within their incorporated bound	e.) laries, and the service will not be		
P P P C tl p C i v 2. In deve identified	rovided in unincorporated areas. roviding the service.) One or more cities will provide the service in unincorporated area	(If this box is checked, identify the government is service only within their incorporated bound	laries, and the service will not be nt(s), authority or organization		
2. In deve identified	he service in unincorporated area	is service only within their incorporated bound	provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)		
i 2. In deve identified		is. (If this box is checked, identify the governm	daries, and the county will provide nent(s), authority or organization		
identified	Other. (If this box is checked, att dentify the government, authority	ach a legible map delineating the service are y, or other organization that will provide servic	a of each service provider, and e within each service area.)		
		pping service areas, unnecessary competition a	nd/or duplication of this service		
If these co ping but h	onditions will continue under the	strategy, attach an explanation for continuir G.A. 36-70-24(1)), overriding benefits of the c e eliminated).	ng the arrangement (i.e., overlap- duplication, or reasons that overlap-		
If these co will be tal	onditions will be eliminated unde sen to eliminate them, the respor	er the strategy, attach an implementation sche sible party and the agreed upon deadline for co	Edule listing each step or action that completing it.		
enterprise		vill help to pay for this service and indicate horse special service district revenues, hotel/motel ta			
	ernment or Authority:	Funding Method:			
Chickan		General Fund			
Fort Og	ethorpe	General Fund			
	-,,		·····		
	ι	<u> </u>			
4. How w	ill the strategy change the previo	us arrangements for providing and/or funding	this service within the county?		
None					
	y formal service delivery agreem	ents or intergovernmental contracts that will be	e used to implement the strategy for		
Agreemer		Contracting Parties:	Effective and Ending Dates		
none					
<u></u>					
		used to implement the strategy for this service hanges, etc.), and when will they take effect?	(e.g., ordinances, resolutions, local		
	Greg Weath	nersby			
7. Person Phone nu	completing form: Greg Weath mber: (706)295-6485	Date completed: May 27,	1999		
are consis If not, pro	he person who should be contac tent with the service delivery str wide designated contact person(s Chapman, County Commiss	s) and phone number(s) below:	proposed local government projects		

Instructions:

	/alker	Service: Parks & Re	ecreation
I. Chec		the agreed upon delivery arrangement for	
		ntywide (i.e., including all cities and unin ify the government, authority or organizat	corporated areas) by a single service provider tion providing the service.)
	Service will be provided onl checked, identify the govern	y in the unincorporated portion of the coun nient, authority or organization providing	nty by a single service provider. (If this box is the service.)
X	One or more cities will prov provided in unincorporated a providing the service.)	ide this service only within their incorpora areas. (If this box is checked, identify the g	ated boundaries, and the service will not be government(s), authority or organization
	One or more cities will prov the service in unincorporated providing the service.)	ide this service only within their incorpora d areas. (If this box is checked, identify the	ated boundaries, and the county will provide e government(s), authority or organization
	Other. (If this box is checked identify the government, aut	d, attach a legible map delineating the se hority, or other organization that will prov	ervice area of each service provider, and vide service within each service area.)
identifi	ed?	verlapping service areas, unnecessary com	npetition and/or duplication of this service
If these ping bu	Yes X No conditions will continue under t higher levels of service (See vice areas or competition car	O.C.G.A. 36-70-24(1)), overriding benefi	<b>continuing the arrangement (i.e., overlap-</b> its of the duplication, or reasons that overlap-
If these will be	conditions will be eliminated taken to eliminate them, the r	under the strategy, attach an implements esponsible party and the agreed upon dead	ation schedule listing each step or action that the for completing it.
enterpri bonded	each government or authority se funds, user fees, general fu indebtedness, etc.). overnment or Authority:	that will help to pay for this service and in inds, special service district revenues, hote Funding Method:	ndicate how the service will be funded (e.g., el/motel taxes, franchise taxes, impact fees,
Chick		General Fund	
	glethorpe	General Fund	· · · · · · · · · · · · · · · · · · ·
LaFay	<u> </u>	General Fund	
	ut Mountain	General Fund	
Rossv		General Fund, User Fees	
	· · · · · ·		
	- · ·		
4. How Non	-	previous arrangements for providing and/or	r funding this service within the county?
	vice:		that will be used to implement the strategy for
this ser	ent Name:	Contracting Parties:	Effective and Ending Dat
Agreen			
Agreen none 6. Wha acts of None	he General Assembly, rate or	fee changes, etc.), and when will they take	
Agreen none 6. Wha acts of None		fee changes, etc.), and when will they take	

ounty: <u>V</u>	Valker	Service: Planning/Zon	ning	
		he agreed upon delivery arrangement for this		
	Service will be provided cour	ntywide (i.e., including all cities and unincor fy the government, authority or organization	porated areas) by a single service provider.	
		in the unincorporated portion of the county nent, authority or organization providing the		
	One or more cities will provide provided in unincorporated as providing the service.)	de this service only within their incorporated reas. (If this box is checked, identify the gov	boundaries, and the service will not be ernment(s), authority or organization	
X		de this service only within their incorporated areas. (If this box is checked, identify the g		
		, attach a legible map delineating the serv nority, or other organization that will provide		
identifi		erlapping service areas, unnecessary compe	tition and/or duplication of this service	
If these ping bu	conditions will continue unde	r the strategy, attach an explanation for con O.C.G.A. 36-70-24(1)), overriding benefits not be eliminated).		
		under the strategy, attach an implementation sponsible party and the agreed upon deadlin		
enterpr		hat will help to pay for this service and indic nds, special service district revenues, hotel/n		
	Government or Authority:	Funding Method:		
	r County	Insurance Premium Tax, User I	Pees	
Chick	amauga	General Fund, User Fees		
	glethorpe	General Fund, User Fees		
LaFay	elte	General Fund, User Fees		
	out Mountain	General Fund	General Fund	
Rossv		General Fund	·····	
4. How None		revious arrangements for providing and/or fu	unding this service within the county?	
		reements or intergovernmental contracts that		
this ser				
this ser	nent Name:	Contracting Parties:	Effective and Ending Dates	
this ser Agreen		Contracting Parties:	Effective and Ending Dates	
this ser Agreen none 6. Wha	nent Name: t other mechanisms (if any) wi	Contracting Parties: Il be used to implement the strategy for this fee changes, etc.), and when will they take e	service (e.g., ordinances, resolutions, local	
this ser Agreen none 6. Wha acts of None 7. Perss	nent Name: t other mechanisms (if any) wi	Il be used to implement the strategy for this fee changes, etc.), and when will they take e	service (e.g., ordinances, resolutions, local ffect?	
this ser Agreen none 6. Wha acts of None 7. Perse Phone 8. Is thi are con	t other mechanisms (if any) wi the General Assembly, rate or on completing form: <u>Greg W</u> number: <u>(706)295-6485</u> is the person who should be co sistent with the service deliver	Il be used to implement the strategy for this fee changes, etc.), and when will they take e feathersby	service (e.g., ordinances, resolutions, local ffect? y 27, 1999	

Instructions	•
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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: <u>W</u>	/alker	Service: Property Appraisal	
1. Chec	k the box that best describes the ag	reed upon delivery arrangement for this service:	
X		ide (i.e., including all cities and unincorporated a government, authority or organization providir	
		he unincorporated portion of the county by a sing authority or organization providing the service.	
		is service only within their incorporated boundar (If this box is checked, identify the government)	
		is service only within their incorporated boundars. (If this box is checked, identify the government	
		ach a legible map delineating the service area y, or other organization that will provide service	
<ol> <li>In de identifie</li> </ol>		pping service areas, unnecessary competition and	l/or duplication of this service
If these ping but		strategy, attach an explanation for continuing G.A. 36-70-24(1)), overriding benefits of the du e eliminated).	
		er the strategy, attach an implementation sched isible party and the agreed upon deadline for con	
enterpri bonded		vill help to pay for this service and indicate how special service district revenues, hotel/motel taxe Funding Method:	
	r County	General Fund	
			······
<u> </u>	<u> </u>		
		· · · · · · · · · · · · · · · · · · ·	
	······		
4. How None	will the strategy change the previo	bus arrangements for providing and/or funding th	is service within the county?
None			
5. List a this serv		ents or intergovernmental contracts that will be	used to implement the strategy for
Agreen	ent Name:	Contracting Parties:	Effective and Ending Date
none			
	······································		· ·
		l used to implement the strategy for this service ( hanges, etc.), and when will they take effect?	e.g., ordinances, resolutions, local
None			
7. Perso Phone r	on completing form: Greg Weath number: (706)295-6485	Date completed: May 27, 19	999
8. Is thi are con:	s the person who should be contac sistent with the service delivery str	ted by state agencies when evaluating whether prategy? 🔲 Yes 🖄 No	
•	provide designated contact person( V Chapman, County Commiss	-	

Inst	ructions:

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:         Recycling           1. Check the box that best describes the agreed upon delivery strangement for this service:         Service will be provided countyvide (i.e., including all cites and unincorporated areas) 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), authority or organization providing the service.)           One or more cities will provide this service only within their incorporated boundaries, and the econtry will provide the service in anincorporated areas. (If this box is checked, identify the government), authority or organization providing the service.)           Other. (If this box is checked, attentiate a legible may delineating the service within each service areas.)           If these conditions will continue under the strategy, attach an explanation for constituting the service areas.)           If these conditions will continue under the strategy, attach an explanation for constituing the service areas.)           If these conditions will continue under the strategy, attach an explanation for constituing attach as the provide distrate and provide and attach a legible may deallow and policitation actions that overlapping service service distrates at compating 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.           1. If developing the strategy, statach an explanation for const	Department of	Community Affairs.		
□ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checkel, 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 checkel, 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 provide in the service.)       ○ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service.)         ○ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service area.)         ○ One or more cities will provide this service and the provide service averal or each service provider, and identify the government.         ○ One or more cities will provide this service areas, uncessary competition and/or duplication of this service identificat?         ○ One or more cities will provide the strategy, statch an explanation for continuing the arrangement (i.e., overlapping but higher backs of arrive (See D.C.G.A. 36-70-24(1)), overlapping but higher backs of arrive (See D.C.G.A. 36-70-24(1)), overlapping but higher backs of arrive (See D.C.G.A. 36-70-24(1)), overlapping but higher backs of the duplication or fusions but overlapping but higher backs of arrive (See D.C.G.A. 36-70-24(1)), overlapping but higher backs of the duplication, or reasons that overlapping but higher backs of the duplication.         If these conditions will be ofinitated under the strategy, attach an implementation schedule listing each step	County: W	/alker	Service: Recycling	
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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'	4. How	will the strategy change the previo	ous arrangements for providing and/or funding this s	ervice within the county?
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:         Agreement Name:       Contracting Parties:         Effective and Ending Dates:         none <sup>d</sup> 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 X No         If not, provide designated contact person(s) and phone number(s) below:       Selow:	Mona	•		
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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:	······································			Enformed and Enforming Pares.
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<ul> <li>7. Person completing form: Greg Weathersby</li> <li>Phone number: (706)295-6485 Date completed: May 27, 1999</li> <li>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 凶 No</li> <li>If not, provide designated contact person(s) and phone number(s) below:</li> </ul>				, ordinances, resolutions, local
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are consistent with the service delivery strategy?  Yes X No If not, provide designated contact person(s) and phone number(s) below:	7. Perso Phone n	number: (706)295-6485	Date completed: May 27, 1999	
Buddy Chapman, County Commissioner, (706)638-1437	are cons If not, p	sistent with the service delivery str provide designated contact person(s	ategy?	osed local government projects

#### SERVICE DELIVERY STRATEGY ..... .

	SUMMAR	Y OF SERVICE DELIVERY ARRANGEME	ENTS PAGE 2
juestion below	of this form and complete one for each s w, attaching additional pages as necessary. I Community Affairs.	ervice listed on page 1, Section III. Use exactly the same se If the contact person for this service (listed at the bottom of the service) of the service of	rvice names listed on page 1. Answer each he page) changes, this should be reported to the the page of
County: _V	Valker	Service: Road & Street Const	miction/Maintenance
-		greed upon delivery arrangement for this service.	
	Service will be provided countyw	vide (i.e., including all cities and unincorporated and government, authority or organization providing the government.	areas) by a single service provider.
	Service will be provided only in t	the unincorporated portion of the county by a sin t, authority or organization providing the service.	gle service provider. (If this box is
	One or more cities will provide th	his service only within their incorporated boundary. (If this box is checked, identify the government)	ries, and the service will not be
<b>X</b>	One or more cities will provide the service in unincorporated area providing the service.)	nis service only within their incorporated boundar as. (If this box is checked, identify the government	ries, and the county will provide nt(s), authority or organization
	Other. (If this box is checked, att identify the government, authorit	ach a legible map delineating the service area y, or other organization that will provide service	of each service provider, and within each service area.)
identifie	ed?	pping service areas, unnecessary competition and	d/or duplication of this service
If these ping bu	Yes X No conditions will continue under the t higher levels of service (See O.C vice areas or competition cannot b	e strategy, attach an explanation for continuing .G.A. 36-70-24(1)), overriding benefits of the du be eliminated).	the arrangement (i.e., overlap- plication, or reasons that overlap-
If these will be t	conditions will be eliminated under taken to eliminate them, the response	er the strategy, attach an implementation sched nsible party and the agreed upon deadline for con	ale listing each step or action that npleting it.
enterpri	each government or authority that se funds, user fees, general funds, indebtedness, etc.).	will help to pay for this service and indicate how special service district revenues, hotel/motel taxe	the service will be funded (e.g., es, franchise taxes, impact fees,
• *	overnment or Authority:	Funding Method:	
	r County	General Fund, State Grants	
Chicka	imauga	General Fund, LARP	
Fort O	glethorpe	General Fund, LARP	
LaFay	ette	General Fund, LARP	
Looko	ut Mountain	General Fund, LARP	
Rossvi	lle	General Fund, LARP	
4. How None	will the strategy change the previo	bus arrangements for providing and/or funding the	is service within the county?
this serv	/ice:	ents or intergovernmental contracts that will be u	used to implement the strategy for
	ent Name:	Contracting Parties:	Effective and Ending Dates
none			
acts of t None	he General Assembly, rate or fee c	used to implement the strategy for this service (e hanges, etc.), and when will they take effect?	z.g., ordinances, resolutions, locat
7. Perso Phone n	n completing form: Greg Weath umber: (706)295-6485	Date completed: May 27, 19	99
are cons If not, p	s the person who should be contact istent with the service delivery str rovide designated contact person(s Chapman, County Commiss	s) and phone number(s) below:	oposed local government projects

question below	of this form and complete one for each se w, attaching additional pages as necessary. I f Community Affairs.	ervice listed on page 1, Section III. Use exactly the same service f the contact person for this service (listed at the bottom of the pa	names listed on page 1. Answer each ge) changes, this should be reported to the	
County: _V	Valker	Service: Senior Citizens Program	n	
I. Chec	k the box that best describes the ag	greed upon delivery arrangement for this service:		
	Service will be provided countyw (If this box is checked, identify th	ide (i.e., including all cities and unincorporated area e government, authority or organization providing the	s) by a single service provider. he service.)	
	Service will be provided only in t checked, identify the government	he unincorporated portion of the county by a single s , authority or organization providing the service.)	service provider. (If this box is	
	One or more cities will provide th provided in unincorporated areas. providing the service.)	nore cities will provide this service only within their incorporated boundaries, and the service will not be I in unincorporated areas. (If this box is checked, identify the government(s), authority or organization		
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	Other. (If this box is checked, attained identify the government, authority	ach a legible map delineating the service area of e y, or other organization that will provide service with	ach service provider, and nin each service area.)	
identific	ed?	pping service areas, unnecessary competition and/or	duplication of this service	
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enterpri	each government or authority that v se funds, user fees, general funds, s indebtedness, etc.).	will help to pay for this service and indicate how the special service district revenues, hotel/motel taxes, fi	service will be funded (e.g., ranchise taxes, impact fees,	
	overnment or Authority:	Funding Method:		
Walke	r County	General Fund		
Fort O	glethorpe	General Fund		
LaFay	ette	General Fund		
Rossvi	lle	General Fund	·······	
	will the strategy change the previo	us arrangements for providing and/or funding this se	rvice within the county?	
None				
5. List a this serv	ny formal service delivery agreem vice:	ents or intergovernmental contracts that will be used	to implement the strategy for	
Agreem	ent Name:	Contracting Parties:	Effective and Ending Dates:	
none				
6. What acts of t None	other mechanisms (if any) will be he General Assembly, rate or fee cl	used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect?	ordinances, resolutions, local	
7. Perso	n completing form: Greg Weath umber: (706)295-6485	ersby Date completed: May 27, 1999		
8. Is this are cons If not, p		ed by state agencies when evaluating whether propositegy? Yes  No and phone number(s) below:	sed local government projects	

question below	of this form and complete one for each ser w, attaching additional pages as necessary. If f Community Affairs.	vice listed on page 1, Section III. Use exactly the same service the contact person for this service (listed at the bottom of the pa	names listed on page 1. Answer each ge) changes, this should be reported to the
County: V	Valker	Service: Solid Waste Collection	
1. Chec	k the box that best describes the ag	reed upon delivery arrangement for this service:	
	Service will be provided countywi (If this box is checked, identify the	de (i.e., including all cities and unincorporated area government, authority or organization providing the	s) by a single service provider.
	Service will be provided only in the checked, identify the government,	e unincorporated portion of the county by a single s authority or organization providing the service.)	service provider. (If this box is
ß	One or more cities will provide thi provided in unincorporated areas. providing the service.)	s service only within their incorporated boundaries, (If this box is checked, identify the government(s), a	and the service will not be authority or organization
	One or more cities will provide this the service in unincorporated areas providing the service.)	s service only within their incorporated boundaries, a. (If this box is checked, identify the government(s)	and the county will provide ), authority or organization
	Other. (If this box is checked, atta identify the government, authority	ch a legible map delineating the service area of e , or other organization that will provide service with	a <b>ch service provider,</b> and nin each service area.)
identifi	ed?	ping service areas, unnecessary competition and/or	duplication of this service
If these ping bu	Yes X No conditions will continue under the a higher levels of service (See O.C.) rvice areas or competition cannot be	strategy, attach an explanation for continuing the G.A. 36-70-24(1)), overriding benefits of the duplicate eliminated).	arrangement (i.e., overlap- ation, or reasons that overlap-
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enterpri bonded	each government or authority that w ise funds, user fees, general funds, s indebtedness, etc.). Government or Authority:	ill help to pay for this service and indicate how the pecial service district revenues, hotel/motel taxes, fr Funding Method:	service will be funded (e.g., ranchise taxes, impact fees,
Chick	amauga	General Fund, User Fees	
Fort O	glethorpe	General Fund	· · · · · · · · · · · · · · · · · · ·
LaFay	<u> </u>	General Fund, User Fees	
······	ut Mountain	User Fees	
Rossv		General Fund	
<b></b>			
4. How	will the strategy change the previou	is arrangements for providing and/or funding this se	ervice within the county?
None			
5. List a this serv		ents or intergovernmental contracts that will be used	to implement the strategy for
Agreen	nent Name:	Contracting Parties:	Effective and Ending Dates:
none			
acts of None	the General Assembly, rate or fee cl	used to implement the strategy for this service (e.g., hanges, etc.), and when will they take effect?	ordinances, resolutions, local
7. Perso Phone r	on completing form: Greg Weath number: (706)295-6485	ersby Date completed: May 27, 1999	
are con: If not, p	s the person who should be contacte sistent with the service delivery stra provide designated contact person(s) v Chapman, County Commissi	and phone number(s) below:	sed local government projects

anny: Walket       Service: Solid Waste Disposal         1. Check the box that best describes the agreed upon delivery arrangement for this service:       Service will be provided constrywide (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.)         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 service areas.)         One or more cities will provide this service only within their incorporated boundaries, and the service areas.)         Other. (If this box is checked, itsch a legible map delineating the service area of each service provider, and itsentify the government, authority, or other organization that will provide service within each service areas.)         2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service intervice in		l Community Affairs. Valker	o i Ollandar D	Vennan 1
□ 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 service provider, and identify the government(s), authority or organization providing the service.)         □ One or more cities will provide this service areas, (If this box is checked, identify the government(s), authority or organization providing the service.)         □ One or more cities will provide the service areas, (If this box is checked, identify the government(s), authority or organization providing the service.         □ One or more cities will provide the service areas, (If this box is checked, identify the government(s), authority or organization that will provide service areas of each service provider, and identify the government(s), authority or organization that will provide service areas of each service areas).         2. In developing the strategy, service areas, (If this box is checked, identify the government(s), authority or organization that will provide the service areas of each service areas of each service areas).         2. In developing the strategy, attech				
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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 indebiedenss, etc.).         Local Government or Authority:       Funding Method:         Walker County       User Fees			erlapping service areas, unnecessary competi	ition and/or duplication of this service
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-		e agreed upon delivery arrangement for th	
	Service will be provided coun		orporated areas) by a single service provid
		in the unincorporated portion of the count tent, authority or organization providing the	ty by a single service provider. (If this box he service.)
		le this service only within their incorporate eas. (If this box is checked, identify the go	
Ø		le this service only within their incorporate areas. (If this box is checked, identify the	ed boundaries, and the county will provide government(s), authority or organization
		attach a legible map delineating the ser ority, or other organization that will provid	
identifi		erlapping service areas, unnecessary comp	petition and/or duplication of this service
If these ping bu	conditions will continue under	O.C.G.A. 36-70-24(1)), overriding benefits	continuing the arrangement (i.e., overlap s of the duplication, or reasons that overlap
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	Jovernment or Authority:	Funding Method: General Fund	······································
	amauga	General Fund	
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4. How None	will the strategy change the pr	evious arrangements for providing and/or	funding this service within the county?
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1115 SCI	nent Name:	Contracting Parties:	Effective and Ending D
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none 6. Wha		I be used to implement the strategy for thi ee changes, etc.), and when will they take	is service (e.g., ordinances, resolutions, loc effect?
6. What acts of None	the General Assembly, rate or f	ee changes, etc.), and when will they take	effect?
6. What acts of None		ee changes, etc.), and when will they take	effect?

PAGE 2

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1. Check the box that best describes the agreed upon delivery arrangement for this service:      Service will be provided constrywide (i.e., including all cities and unincorporated areas) by a single service provider,     (If this box is checked, disclify 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 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     there in united provide areas, (If this box is checked, identify the government(s), authority or organization     providing the service.)      One or more cities will provide this service area, unnecessary competition and/or duplication of this service     there conditions will continue under the areagy, attack an explanation for constitution that will provide service area.)      These conditions will continue under the areagy, attack an explanation for constituting the areagement (i.e., overlapping service areas or competition connot be climinated).      These conditions will be eliminated.)      These conditions will be eliminated.)      Water or outproviding under the areage, attack an explanation for constituting the areage sets are or action that will be taken to eliminate them, the responsible party and the agreesi upon dealine for completing it.      3. List acting overnment or authority that will help to pay for this service and actions for completing the strategy change the previous arrangements for providing and/or funding this service	untur V	Walker	Service: Transit	
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(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(s), 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 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 of more cities will provide this service areas, unaccessary competition and/or duplication of this service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization into will provide service areas)         2. In developing the strategy, were overlapping service areas, unaccessary competition and/or duplication of this service identify the government, authority, or other organization that will provide the service within each step or action that will be taken to eliminated.)         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.)         These conditions will be eliminated under the strategy for this service and indicate how the service will be funded (e.g., enterprise funds, special service district resenues, hold/model lace, interprise funds, special service district resenues, hold/mo			• • • •	
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 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 delibeating 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 intentified.         If these conditions will online under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping service areas or competition cannot be eliminated).         If these conditions will online 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 in indicate how the service will be funded (e.g., enterprise funds, governise ervice district revenues, hote/motel taxes, franchise taxes, impact fees, bonded indebtechess, etc.).         Load Overnment or Authority:       Funding Method:         Walker County       General Fund, State Grants         Is actrin generice area funds, special service differences,	124	(If this box is checked, identi	ify the government, authority or organization	providing the service.)
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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 defineating the service area of 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 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:         Punding Method:           Walker County         General Fund, State Grants           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         S. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:           Agreement Name:         Contracting Parties		<ul> <li>provided in unincorporated a</li> </ul>	de this service only within their incorporated reas. (If this box is checked, identify the gov	I boundaries, and the service will not be vernment(s), authority or organization
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Buddy Chapman, County Commissioner, (706)638-1437	None 5. List : this ser Agreen non 6. What acts of None 7. Perso Phone r 8. Is thi are con	any formal service delivery ag vice: nent Name: t other mechanisms (if any) wi the General Assembly, rate or on completing form: Greg W number: (706)295-6485 is the person who should be co sistent with the service deliver	reements or intergovernmental contracts that Contracting Parties: Contra	will be used to implement the strategy for Effective and Ending Date service (e.g., ordinances, resolutions, local ffect?

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PAGE 2

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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. Answ 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 repre- 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 pro- (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 be 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 provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)	orted to the ovider. box is be
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Other. (If this box is checked, attach a legible map delineating the service area of each service provider, an identify the government, authority, or other organization that will provide service within each service area.)	ıd
2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this servic identified?	æ
Yes X No If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., over ping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that ove ping service areas or competition cannot be eliminated).	·lap- erlap-
If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.	n that
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fee bonded indebtedness, etc.).	es,
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	
<ul> <li>4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?</li> <li>None</li> <li>5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy</li> </ul>	
this service: Agreement Name: Contracting Parties: Effective and Endin	
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, acts of the General Assembly, rate or fee changes, etc.), and when will they take effect? None	local
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 pro are consistent with the service delivery strategy? If not, provide designated contact person(s) and phone number(s) below: Buddy Chapman, County Commissioner, (706)638-1437	ojects





Minutes of the Walker County Commissioner for the month of August, 1986.

# 280-AA

#### WATER PURCHASE CONTRACT

THIS AGREEMENT, made and entered into as of the 11 day of  $A_{VeVST}$ , 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 devises of standard type for properly measuring the quantity of water delivered to City.

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Minutes of the Walker County Commissioner for the month of August, 1986.

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.

280-C

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

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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, th City will notify the County in writing of the date of the initia 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 thic 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

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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: /// S Boy E Parrish, Commiss) Sner

Attest:

le s Commissioner Clerk

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Minutes of the office of the Walker County Commissioner for the month of August, 1986:  $2^{80}$  - FF

CITY OF LAFAYETTE, GEORGIA

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By: M. Meal Florence, Mayor

Attest:

and Shamis 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

nty: Walker	
1. What incompatibilities or conflicts between the land use plans developing the service delivery strategy? None	of local governments were identified in the process of
<ul> <li>2. Check the boxes indicating how these incompatibilities or contained amendments to existing comprehensive plans</li> <li>adoption of a joint comprehensive plan</li> <li>other measures (amend zoning ordinances,</li> </ul>	Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate
add environmental regulations, etc. If "other measures" was checked, describe these measures: N/A	when each of the affected local governments will adopt them.
3. Summarize the process that will be used to resolve disputes whe classification(s) for areas to be annexed into a city. If the conflict	
county, summarize each process. Walker County and the Citles of Chickamauga, Fort Ogle have signed resolutions which establish a process for di attached)	
4. What policies, procedures and/or processes have been establish to ensure that new extraterritorial water and sewer service will be nances?	
The Walker County Water & Sewer Authority, Cities o out Mountain and Rossville and Walker County have sures new extraterritorial water and sewer service will ordinances.	signed an intergovernmental agreement which en
5. Person completing form: Greg Weathersby Phone number: (706)295-6485 Date	completed: May 25, 1999
#### 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.1

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

2. Siled ATTEST.

By: Bully L. Channen SOLE COMMISSIONER

(SEAL)

CITY OF CHICKAMAUGA, GEORGIA

By: Ray MAYOR

ATTEST: One Ramer

(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

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

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.

ALe F

Attest: Bobble Alexander

City Clerk

W. L. North, Mayor

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# 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 daysfollowing 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 sto 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



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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 executly the city and county governments.

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

rete ler

Authorized Representative of City Government

Authorized Representative of County Government

网络马达德国 化丁基诺基二酸丁基酚丁基 医水杨酸盐 网络阿里德斯

### RESOLUTION 98-14 SERVICE DELIVERY STRATEGY WALKER COUNTY FORT OGLETHORPE

WHEREAS:

The city(s) of Fort Oglethorpe, Georgia and <u>Walker County</u>. 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 <u>30</u> 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 <u>30</u> 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>5</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>a</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.

Authorized Aepresentative of City Government

Attest

Authorized Representative of County Government

### 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.
- 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>&</sup>lt;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

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BY: SOLE COMMISSIONER

J. ATTEST: CLERK

(SEAL)

CITY OF LAFAYETTE, GEORGIA

BY6 MAYOR

ATTEST:

(SEAL)

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### 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:

- Approve the annexation based on the land use classification proposed.
- Deny the annexation based on the land use classification objection.
- 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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<sup>&</sup>lt;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 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

L. Chapm By: <u>(</u> SOLE COMMISSIONER

ATTES

(SEAL)

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By:

ATTEST

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(SEAL)

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## 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+4 DAY OF September \_, 1999.

WALKER COUNTY, GEORGIA

ATTEST

CITY OF ROSSVILLE

BY:\_

CITY OF LAFAYETTE

BY: The Florence BY: Ray Crunden MAYOR

CITY OF FORT OGLETHORPE

BY Doyle Camp MAYOR

BY:

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**CITY OF LOOKOUT MOUNTAIN** 

BY: MAYOR

CITY OF CHICKAMAUGA

## SERVICE DELAVERY STRATEGY CERTIFICATIONS

PAGE 4

nstructions:	
his 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	
ities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all ot her cities with a 1990 population of between 500 and 9,00	00
siding within the county. Cities with 1990 populations below 500 and authorities provid ing services under the strategy are not required to sign this form, but are	
ncouraged to do so. Attach additional copies of this page as necessary.	
	-

SERVICE DELIVERY STRATEGY FOR Walker C	OUNTY
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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:
Buerry Chapman	Buddy Chapman	Commission Chair	Walker County	9-28-99
Buessy Chapman Ray Crumsh Doyle Carry April Forence	Ray Crowder	Mayor	Chickamauga	9-27-95
Doyle Carry	Doyle Camp	Mayor	Fort Oglethorpe	9-27-99
Aul Florence	Neal Florence	Mayor	LaFayette	10-11-99
Sen. vie	- Ian Hamilton	Mayor	LaFayette Lookout Mountain Rossville	9/21/99
W.L. Norsen	Bill North	Mayor	Rossville	9/23/99