

*Bebe Heiskell*  
*Walker County Commissioner*

Post Office Box 445  
LaFayette, Georgia 30728

February 28, 2012

RECEIVED

FEB 29 2012

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

RE: Walker County Service Delivery Strategy

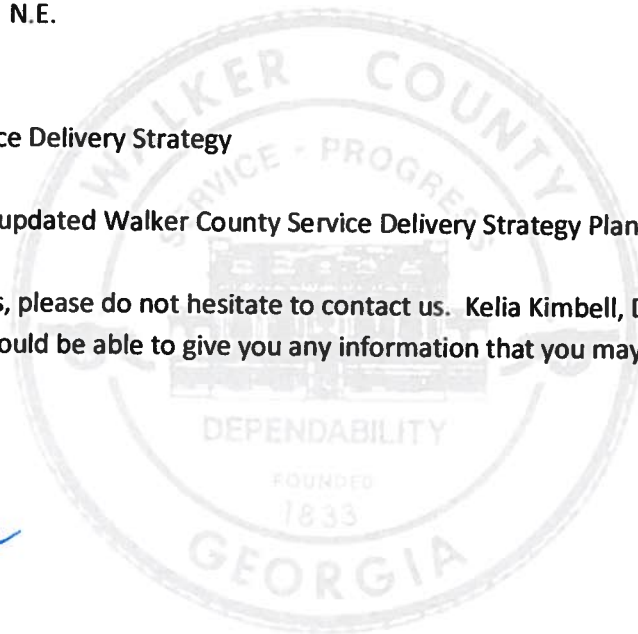
Please find enclosed the updated Walker County Service Delivery Strategy Plan.

If you have any questions, please do not hesitate to contact us. Kelia Kimbell, Director of Planning and Zoning, 706-638-4048, would be able to give you any information that you may require.

Kindest regards,



Bobbie Perra  
Executive Assistant





**SERVICE DELIVERY STRATEGY**

**FORM 1**

**COUNTY: WALKER COUNTY**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p align="center"><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p align="center"><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<p>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</p> <p>5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</p> <p>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it 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, FORM 4).]</p>	<p>4. In Section IV type, "NONE."</p> <p>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</p> <p>6. Proceed to step 7, below.</p> <div data-bbox="836 1144 1534 1375" style="background-color: black; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.servicedelivery.org">www.dca.servicedelivery.org</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Email the completed forms and any attachments as .pdf attachments to: [pemd.opqga@dca.ga.gov](mailto:pemd.opqga@dca.ga.gov), or mail the completed forms along with any attachments to:
 

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**  
**OFFICE OF PLANNING AND QUALITY GROWTH**  
**60 Executive Park South, N.E.**  
**Atlanta, Georgia 30329**

**NOTE:** ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

Walker County  
 City of Chickamauga  
 City of Fort Oglethorpe  
 City of LaFayette  
 City of Lookout Mountain  
 City of Rossville

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which can continue as previously agreed with no need for modification.

Airport  
 Animal Control  
 Archives/Records  
 Cemetery  
 Civic Center  
 Commodities Distribution  
 Department of Family & Children's Services  
 Drug Task Force  
 E-911  
 Electric Utility  
 Environmental Health Services  
 Family Connection  
 Gas Department  
 Health Department  
 Library

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Ambulance Service	Animal Shelter	Beverage Control Board
Building Inspections & Permitting	Building Inspections & Permitting	Chamber of Commerce
Code Enforcement	Courts	Economic Development
Extension & Agricultural Services	Fire Inspection	Fire Protection
Jail	Law Enforcement	Litter Control
Mapping	Mosquito Control	Museum
Parks & Recreation	Planning & Zoning	Property Assessment
Public Sewer	Public Transportation	Public Water
Recycling	Road & Street Construction & Maintenance	Solid Waste Disposal
Senior Citizen Program	Solid Waste Collection	
Stormwater Management	Vehicle Registration	



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Airport**

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

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
LaFayette	General Fund, User Fees

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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?

7. Person completing form: **Kelia Kimbell**

Phone number: **706-638-4048**

Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Ambulance Service**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund , User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Animal Control*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

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.): **See Below**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.



## SDS FORM 2, continued

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund , User Fees
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Animal Shelter**

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.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund , User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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COUNTY: WALKER COUNTY

Service: Archives/Records

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

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.): **See Below**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

## SDS FORM 2, continued

2. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Funds
Chickamauga	General Funds
Fort Oglethorpe	General Funds
LaFayette	General Funds
Lookout Mountain	General Funds
Rossville	General Funds

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

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.): **See Below**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	User Fees, License
Chickamauga	User Fees, License
Fort Oglethorpe	User Fees, License
LaFayette	User Fees, License
Lookout Mountain	User Fees, License
Rossville	User Fees, License

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Building Inspections / Permits**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

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.): **See Below**

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Walker County has an agreement with Chickamauga to provide for building inspections within the city by Walker County.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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'll be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Permit Fees
Chickamauga	General Fund, Permit Fees (Agreement with Walker County for Inspections)
Fort Oglethorpe	General Fund, Permit Fees
LaFayette	General Fund, Permit Fees
Lookout Mountain	General Fund, Permit Fees
Rossville	General Fund, Permit Fees

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

Walker County now provides a more comprehensive inspections program than was available in 1999. Chickamauga now has an agreement with Walker County to do the building inspections within the incorporated limits of Chickamauga.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Walker County & City of Chickamauga	5-8-2008

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

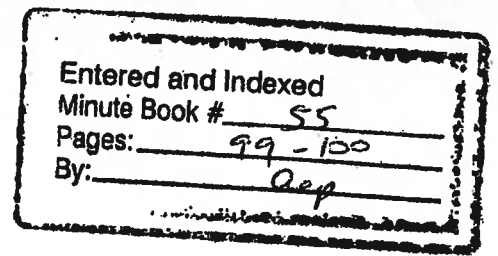
7. Person completing form: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



## INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract, made and entered into so as to be effective the 8<sup>th</sup> day of May 2008, by and between WALKER COUNTY (County), a political subdivision of the State of Georgia, and the CITY OF CHICKAMAUGA (Chickamauga), a municipal corporation of the State of Georgia.

WHEREAS, County operates a codes enforcement department which includes certified building inspectors which conduct building inspections to determine code compliance; and

WHEREAS, Chickamauga has need of building inspection within its city limits to determine code compliance; and

WHEREAS, County has offered to conduct such inspections within Chickamauga for the fees normally charged for such inspections in the unincorporated area of County; and

WHEREAS, Chickamauga has determined it is more cost effective to contract for the services rather than provide inspectors themselves.

NOW, THEREFORE, for and in consideration of the premises, the mutual benefit of the citizens of each jurisdiction, and the mutual covenants and agreements herein contained, the parties agree that until and unless this agreement is terminated as provided herein, County will upon request from Chickamauga, conduct the same inspection services as are offered in the unincorporated area of County, and Chickamauga will reimburse County at the same rate then existing for such inspections within County's unincorporated area.

Either party may terminate this agreement upon sixty (60) days advance notice by certified mail to the other party.

IN WITNESS WHEREOF, County and Chickamauga have caused their duly authorized officers to hereunto set hand and seal on the date indicated.

(Seal)

**CITY OF CHICKAMAUGA**

By: *Ray Crowder*  
Mayor: Ray Crowder

Attest: *Jane Ramey*  
City Clerk: Jane Ramey

Date: May 5, 2008

(Seal)

**WALKER COUNTY, GEORGIA**

By: *Bebe Heiskell*  
Bebe Heiskell  
Sole Commissioner

Attest: *Briggitt Garrett*  
Clerk: Briggitt Garrett

Date: 5/8/08

(Intergovernmental Contract for Inspections)



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Cemetery

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: **See Below**)

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Chickamauga	General Fund, User Fees
LaFayette	General Fund, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Chamber of Commerce

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **The Walker County Chamber of Commerce; however it is funded by the cities and the County. See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	General Fund, Water Department & Electric Department
Fort Oglethorpe	
LaFayette	General Fund, Hotel/Motel Tax
Lookout Mountain	General Fund
Rossville	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Walker County Chamber of Commerce Agreement	Walker County and all cities	July 8, 1991

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

None

7. Person completing form: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**

Georgia, Walker County

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

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

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

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

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



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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

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

} RIK  
J.F.W.

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

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

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

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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.

email

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. This document shall be executed in duplicate.

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

June, 1991.

WALKER COUNTY, GEORGIA

by:

  
ROY E. PARRISH, JR.  
County Commissioner

Attest the Seal of the County:

  
Secretary

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

WALKER COUNTY CHAMBER OF COMMERCE,  
INC.

by: Charles R. [Signature]  
President

Attest the Seal of the Corporation: [Signature] Seal

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Civic Center

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Walker County, Chickamauga and Rossville each have a Civic Center facilities that are open to the general public through user fees.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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, **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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees
Chickamauga	General Fund, User Fees
Rossville	General Fund, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**

Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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**COUNTY: WALKER COUNTY**

**Service: Code Enforcement**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **See Below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees, Fines
Chickamauga	General Fund, User Fees, Fines
Rossville	General Fund, User Fees, Fines
Fort Oglethorpe	General Fund, User Fees, Fines
LaFayette	General Fund, User Fees, Fines
Lookout Mountain	General Fund, User Fees, Fines

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Commodities Distribution**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **General Fund**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Courts

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

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.): **See Below.**

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.): **Type Name of Government, Authority or Organization Here**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Fines & Forfeitures, User Fees
Chickamauga	General Fund, Fines & Forfeitures, User Fees
Rossville	General Fund, Fines & Forfeitures, User Fees
Fort Oglethorpe	General Fund, Fines & Forfeitures, User Fees
LaFayette	General Fund, Fines & Forfeitures, User Fees
Lookout Mountain	General Fund, Fines & Forfeitures, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Department of Family & Children's Services

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): See below.

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Drug Task Force

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Grants

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: E-911**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Grants

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: *Economic Development***

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- 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.): **Northwest Georgia Joint Development Authority provides this service county-wide. The Cities of Fort Oglethorpe, LaFayette, and Rossville also have Downtown Development Authorities and Walker County also has the Walker County Development Authority.**

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

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	
Rossville	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	

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

Provide Details Here

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
NW GA Joint Development	Walker, Dade, Chattooga, & Catoosa	12/11/1997 updated 1-2009

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?

7. Person completing form: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**

**ARTICLES OF ORGANIZATION  
AND  
BYLAWS  
FOR  
THE NORTHWEST GEORGIA JOINT DEVELOPMENT AUTHORITY**

Pursuant to the provisions of the Georgia Development Authorities Law and by concurrent resolutions approved by the Catoosa County Board of Commissioners (attached hereto as Exhibit "A"), the Commissioner of Chattooga County (attached hereto as Exhibit "B"), the Dade County Board of Commissioners (attached hereto as Exhibit "C") and the Commissioner of Walker County (attached hereto as Exhibit "D") (hereinafter collectively referred to as "County Resolutions"), there is hereby created a public body corporate and politic to be known as The Northwest Georgia Joint Development Authority (the "Authority"), which shall be deemed an agency and instrumentality of Catoosa, Chattooga, Dade, and Walker Counties and a public corporation, with the powers and limitations provided for herein and under the applicable provisions of Georgia law.

NOW, THEREFORE, pursuant to the "County Resolutions" and to the applicable Georgia law, the Authority is hereby created and organized as follows:

1. Public Purpose. The Authority is 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.
2. Powers.
  - a) The Authority shall have all of the powers and duties and authority which are authorized by Georgia law.
  - b) No indebtedness incurred by the Authority shall constitute an indebtedness or obligation of Georgia or of any county, municipal corporation or political subdivision thereof, and no act of the Authority shall in any manner constitute or result in a creation of an indebtedness of Georgia or of any county, municipal corporation or political subdivision.
3. Directors. The Authority shall be governed by a board of directors which shall consist of twelve (12) members:
  - a) Post one, post five, and post nine board members shall be resident taxpayers of Catoosa County Georgia and shall be appointed by the governing authority of Catoosa County;
  - b) Post two, post six and post ten board members shall be resident taxpayers of Chattooga County, Georgia and shall be appointed by the governing authority of

Chattooga County;

- c) Post three, post seven and post eleven board members shall be resident taxpayers of Dade County, Georgia and shall be appointed by the governing authority of Dade County; and
- d) Post four, post eight and post twelve board members shall be resident taxpayers of Walker County, Georgia and shall be appointed by the governing authority of Walker County.
- e) The initial term for post one, post two, post three and post four board members shall be two (2) years; and the successor terms for post one, post two, post three and post four board members shall be four (4) years.
- f) The initial term for post five, post six, post seven and post eight board members shall be three (3) years; and the successor terms for post five, post six, post seven and post eight board members shall be four (4) years.
- g) The initial term for post nine, post ten, post eleven and post twelve board members shall be four (4) years; and the successor terms for post nine, post ten, post eleven and post twelve shall be four (4) years.
- h) At the time of appointment of a member to the board of directors of the Authority, and for so long as that person remains a member of the board of directors, the board member must be a resident taxpayer of the county of the governing authority which appointed the board member.
- i) If at the end of any term of office of any board member, a successor has not been chosen, the board member whose term of office has expired shall continue to hold office until a successor is chosen.
- j) In the event of the death or resignation of a board member, or if a board member no longer resides in the county whose governing authority appointed the board member, or if there is a vacancy on the board for any other reason, the governing authority responsible for appointing a member to the vacant board post shall appoint a resident taxpayer of that county to serve for the remainder of the unexpired term.

4. Meetings of the Directors. Meetings of the Directors may be held at any place in the State of Georgia.

- a) Public Meetings. The Authority will comply with the Georgia Public Meetings Law (Sunshine Law) and the Georgia Public Records Law as the same now exist or may hereafter be amended.



- b) Annual Meeting. An annual meeting of the Directors will be held at such place as designated by the Directors and at such time as the Directors shall designate.
- c) Notice of Meetings. Regular meetings of the Directors shall be held from time to time between annual meetings, but not less than quarterly, at such times and such places as the Directors may prescribe. Notice of the time and place of all meetings shall be given by the secretary or the secretary's designee either personally, by telephone, by mail, or by electronic mail to each Director not less than seven (7) days before such meeting. If notice is given by electronic mail, the person giving the notice must receive confirmation from the recipient of receipt; otherwise, notice must be given by telephone or by mail. If notice is given by mail, it will be deemed to be given when the notice is deposited in the United States mail, properly addressed with sufficient postage thereon to carry same to its designation.
- d) Special Meetings. Special meetings of the Directors may be called by or at the request of the chair or any two Directors in office at that time. Notice of special meetings may be given by the secretary or the secretary's designee either personally or by telephone or by mail not less than twenty-four (24) hours before such meeting. If notice is given by mail, it will be deemed to be given when the notice is deposited in the United States mail, properly addressed with sufficient postage thereon to carry same to its designation.
- e) Waiver. Attendance by a Director at a meeting shall constitute waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not properly called.
- f) Quorum. A majority of the Directors of the Authority shall constitute a quorum, and no action may be taken by the Board of Directors without the affirmative vote of a majority of the full membership of the Board of Directors.
- g) Adjournments. A meeting of the Directors, whether or not a quorum is present, may be adjourned by a majority of the Directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

5. Officers.

- a) Executive and Other Officers. The executive officers of the Authority shall be appointed or elected by the Directors of the Authority. The executive officers shall consist of a chair, one or more vice chairs as determined or designated by the

Directors of the Authority, a secretary and a treasurer. The Directors of the Authority may from time to time create such other officers and establish the duties of such other officers as it deems necessary for the efficient management of the Authority. No person may hold more than one office in the Authority at the same time.

- b) Election and Term of Office. The executive officers of the Authority shall be Directors of the Authority and shall be elected by the Directors of the Authority. All executive officers shall serve for terms of one (1) year and thereafter until their successors have been elected and have qualified, or until their earlier death, resignation, removal, retirement, or disqualification.
- c) Removal. Any officer elected or appointed by the Directors of the Authority may be removed by the Directors of the Authority whenever in its best judgment the best interests of the Authority will be served thereby.
- d) Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term by the Directors of the Authority at any meeting.
- e) Chair.
  - i. The chair shall preside at all meetings of the Directors of the Authority.
  - ii. The chair shall also appoint the chair of any committee of the Authority.
  - iii. The chair shall perform such other duties and have such other authority and powers as the Directors of the Authority may from time to time prescribe.
- f) Vice Chair. The vice chair shall, in the absence or disability of the chair, perform the duties and have the authority and exercise the powers of the chair and shall perform such other duties and have such other authority and powers as the Directors of the Authority may from time to time prescribe or as the chair may from time to time delegate.
- g) Secretary. The secretary shall:
  - i. attend all meetings of the Directors of the Authority and record, or cause to be recorded, all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform, or cause to be performed, like duties for the executive and other committees when required;
  - ii. give, or cause to be given, notice of all meetings of the Directors of the Authority;
  - iii. keep in safe custody the seal of the Authority and, when authorized by the

Directors of the Authority or the chair, affix it to any instrument requiring it; and

iv. be under the supervision of the Directors of the Authority and perform such other duties and have such other authority and powers as the Directors of the Authority may from time to time prescribe.

h) Treasurer. The treasurer shall:

i. have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Authority and shall deposit all monies and other valuables in the name and to the credit of the Authority into depositories designated by the Directors of the Authority;

ii. disburse the funds of the corporation as ordered by the Directors of the Authority, and prepare financial statements at such intervals as the Directors of the Authority shall direct;

iii. perform such other duties and have such other authority and powers as the Directors of the Authority may from time to time prescribe.

6. Special, Standing, Advisory and Other Committees.

a. Committees. The Directors of the Authority may provide for such committees, consisting in whole or in part of persons who are not Directors of the Authority, as it deems necessary or desirable, and discontinue any such committee at its pleasure. It shall be the function and purpose of each such committee to advise the Authority; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with these bylaws and with the applicable provisions of Georgia law, as may be prescribed for it by the Directors of the Authority. Appointments to and the filling of vacancies on any such committee shall be made by the chair of the Authority, unless the Directors of the Authority otherwise provide. Any action by each such committee shall be reported promptly to the Directors of the Authority.

b. Term of Appointment. Each Director of a committee shall continue as such until the next annual meeting of the Authority and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such Director shall be removed from such committee, or unless such Director shall cease to qualify as a Director thereof.

c. Chair. The chair of the Authority shall appoint one Director of each committee as chair thereof.

- d. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- e. Committee Quorum. Unless otherwise provided in the resolution of the Directors of Authority designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the committee.

7. Ownership of Interest in Real Estate. The Authority will not take any interest in any real estate until there is an amendment to these bylaws which will provide for the disposition of the real estate in the event of the dissolution of the Authority, the withdrawal of one or more counties from the Authority or the addition of one or more counties to the Authority. Furthermore, an amendment to these bylaws concerning the disposition of real estate will not become effective unless that amendment is approved, not only by the Directors of the Authority, but also by the governing authority of each county which is a member of the Authority.

8. Power To Amend Bylaws. The Directors of the Authority may alter, amend, or repeal these bylaws, or adopt new bylaws by the affirmative vote of two thirds of all Directors then holding office at any meeting of the Authority provided that notice of the intent to amend the bylaws shall be given to all Directors of the Authority at not less than seven (7) days prior to the date of the meeting at which action is taken with respect to the bylaws. Notwithstanding the above, before the bylaws are altered, amended or repealed, the action must be approved by at least one director from each county which is represented on the Authority.

## RESOLUTION

## CREATING A JOINT DEVELOPMENT AUTHORITY

WHEREAS, O.C.G.A. § 36-62-5.1 permits the formation of a joint development authority by two (2) or more counties; and

WHEREAS, Chattooga County, Dade County, and Walker County have previously formed a joint development authority which is known as "Northwest Georgia Joint Development Authority"; and

WHEREAS, Catoosa County, Chattooga County, Dade County and Walker County have determined that it is cost effective and mutually beneficial to the citizens of each county to form a joint development authority composed of Catoosa County, Chattooga County, Dade County and Walker County; and

WHEREAS, it is uncertain under the law whether Northwest Georgia Joint Development Authority membership can be expanded to include Catoosa County; and

WHEREAS, because of legal issues about whether the membership of Northwest Georgia Joint Development Authority can be expanded to include Catoosa County, the governing authorities of Catoosa County, Chattooga County, Dade County and Walker County have determined that the formation of a new development authority is desirable; and

WHEREAS, it is contemplated that Northwest Georgia Joint Development Authority will be dissolved after the new four (4) county joint development authority has been formed:

NOW THEREFORE BE IT RESOLVED, and it is hereby found and declared that there is a need for a joint development authority to function in Catoosa, Chattooga, Dade and Walker Counties with all of the powers and authority granted to development authorities by the Georgia Development Authorities Law.

## II.

The name of the authority shall be The Northwest Georgia Joint Development Authority.

## III.

The Northwest Georgia Joint Development Authority shall be governed by a board of directors which shall consist of twelve (12) members.

- a) Post one, post five, and post nine board members shall be resident taxpayers of Catoosa County Georgia and shall be appointed by the governing authority of Catoosa County;
- b) Post two, post six and post ten board members shall be resident taxpayers of Chattooga County, Georgia and shall be appointed by the governing authority of Chattooga County;
- c) Post three, post seven and post eleven board members shall be resident taxpayers of Dade County, Georgia and shall be appointed by the governing authority of Dade County; and

- d) Post four, post eight and post twelve board members shall be resident taxpayers of Walker County, Georgia and shall be appointed by the governing authority of Walker County.
- e) The initial term for post one, post two, post three and post four board members shall be two (2) years; and the successor terms for post one, post two, post three and post four board members shall be four (4) years.
- f) The initial term for post five, post six, post seven and post eight board members shall be three (3) years; and the successor terms for post five, post six, post seven and post eight board members shall be four (4) years.
- g) The initial term for post nine, post ten, post eleven and post twelve board members shall be four (4) years; and the successor terms for post nine, post ten, post eleven and post twelve shall be four (4) years.
- h) At the time of appointment of a member to the board of directors of The Northwest Georgia Joint Development Authority, and for so long as that person remains a member of the board of directors, the board member must be a resident taxpayer of the county of the governing authority which appointed the board member.
- i) If at the end of any term of office of any board member, a successor has not been chosen, the board member whose term of office has expired shall continue to hold office until a successor is chosen.
- j) In the event of the death or resignation of a board member, or if a board member no longer resides in the county whose governing authority appointed the board member, or if there is a vacancy on the board for any other reason, the governing authority responsible for appointing a member to the vacant board post shall appoint a resident taxpayer of that county to serve for the remainder of the unexpired term.


#### IV.

A majority of the directors of the authority shall constitute a quorum, and no action may be taken by the board of directors without the affirmative vote of a majority of the full membership of the board of directors.

#### V.

This resolution shall become effective when it has been approved by the governing authorities of each of Catoosa County, Chattooga County, Dade County and Walker County.

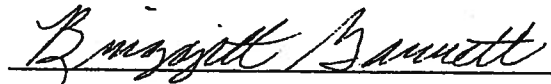
So Be It Resolved this 18<sup>th</sup> day of December, 2008

  
\_\_\_\_\_  
Bebe Heiskell, Sole Commissioner

**State of Georgia  
County of Walker**

The undersigned hereby certifies that the undersigned is the Clerk of Walker County and is the custodian of the minutes of the meetings of the Walker County Commissioner. The undersigned further certifies that the foregoing resolution was approved by the Walker County Commissioner at a meeting which was held on the 18th day of December, 2008 and that the resolution has been entered in the minutes of the Walker County Commissioner.

This 18th day of December, 2008.

A handwritten signature in cursive script, reading "Briggitt Garrett", is written over a horizontal line.

Name: Briggitt Garrett  
Clerk of Walker County

**RESOLUTION**

**FOR THE DISSOLUTION OF  
NORTHWEST GEORGIA JOINT DEVELOPMENT AUTHORITY**

**WHEREAS**, Northwest Georgia Joint Development Authority was formed by the governing authorities of Chattooga County, Dade County and Walker County; and

**WHEREAS**, Catoosa County, Chattooga County, Dade County and Walker County are in the process of forming The Northwest Georgia Joint Development Authority; and

**WHEREAS**, after the formation of The Northwest Georgia Joint Development Authority there will be no need to continue the operations of Northwest Georgia Joint Development Authority because the continuation of its operations would duplicate the activities which are anticipated to be conducted by The Northwest Georgia Joint Development Authority; and

**WHEREAS**, Northwest Georgia Joint Development Authority has no outstanding debts; and

**WHEREAS**, Northwest Georgia Joint Development Authority has assets which are described in Schedule A which is attached hereto (hereinafter referred to as "Liquidation Assets"); and

**WHEREAS**, funding for Northwest Georgia Joint Development Authority has been provided by Chattooga County, Dade County and Walker County with payments from each county based on the per capita population of each county as determined by the 2000 census ("County Contributions").

**NOW THEREFORE BE IT RESOLVED**, that Northwest Georgia Joint Development Authority be dissolved and that the dissolution will become effective when the resolution creating The Northwest Georgia Joint Development Authority has been approved by the governing authorities of each of Catoosa County, Chattooga County, Dade County and Walker County.

**BE IT FURTHER RESOLVED**, that each of Chattooga County, Dade County and Walker County be deemed to have an undivided interest in the Liquidation Assets which shall be equal to the percentage of County Contributions made by each county.



**BE IT FURTHER RESOLVED**, that Chattooga County, Dade County and Walker County hereby direct that each of their shares of the assets of Northwest Georgia Joint Development Authority be distributed by Northwest Georgia Joint Development Authority to The Northwest Georgia Joint Development Authority to provide assets for the operation of The Northwest Georgia Joint Development Authority.

**SO RESOLVED AND ADOPTED** this 1<sup>st</sup> day of January, 2009.

**WALKER COUNTY**

BY: *Bebe Heiskell*

**BEBE HEISKELL  
COMMISSIONER OF  
WALKER COUNTY, GEORGIA**

**ATTEST:**

BY: *Briggitt Sarrett*

**BRIGGITT GARRETT  
CLERK, WALKER COUNTY**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**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.): **Chickamauga & LaFayette provide this service in their incorporated boundaries. North Georgia Electric, Electric Power Board, and Georgia Power provide this service in the unincorporated portions of the County and in Lookout Mountain, Rossville, and Fort Oglethorpe.**

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

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Chickamauga	User Fees
LaFayette	User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Environmental Health Services**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund , User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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.

<b>COUNTY:WALKER COUNTY</b>	<b>Service:Extension &amp; Agricultural Related Services</b>
-----------------------------	--

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.):**Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Family Connection**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.



**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Grants

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Fire Inspection*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Walker County has an agreement to provide this service in the City of Chickamauga.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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 ll be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Fire Fees
Chickamauga	General Fund, Agreement with Walker County
Rossville	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Walker County and Chickamauga	?

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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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**COUNTY: WALKER COUNTY**

**Service: Fire Protection**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **See Below**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, Fire Fee
Chickamauga	User Fees
Rossville	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Walker County & Chickamauga	01/01/1995

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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

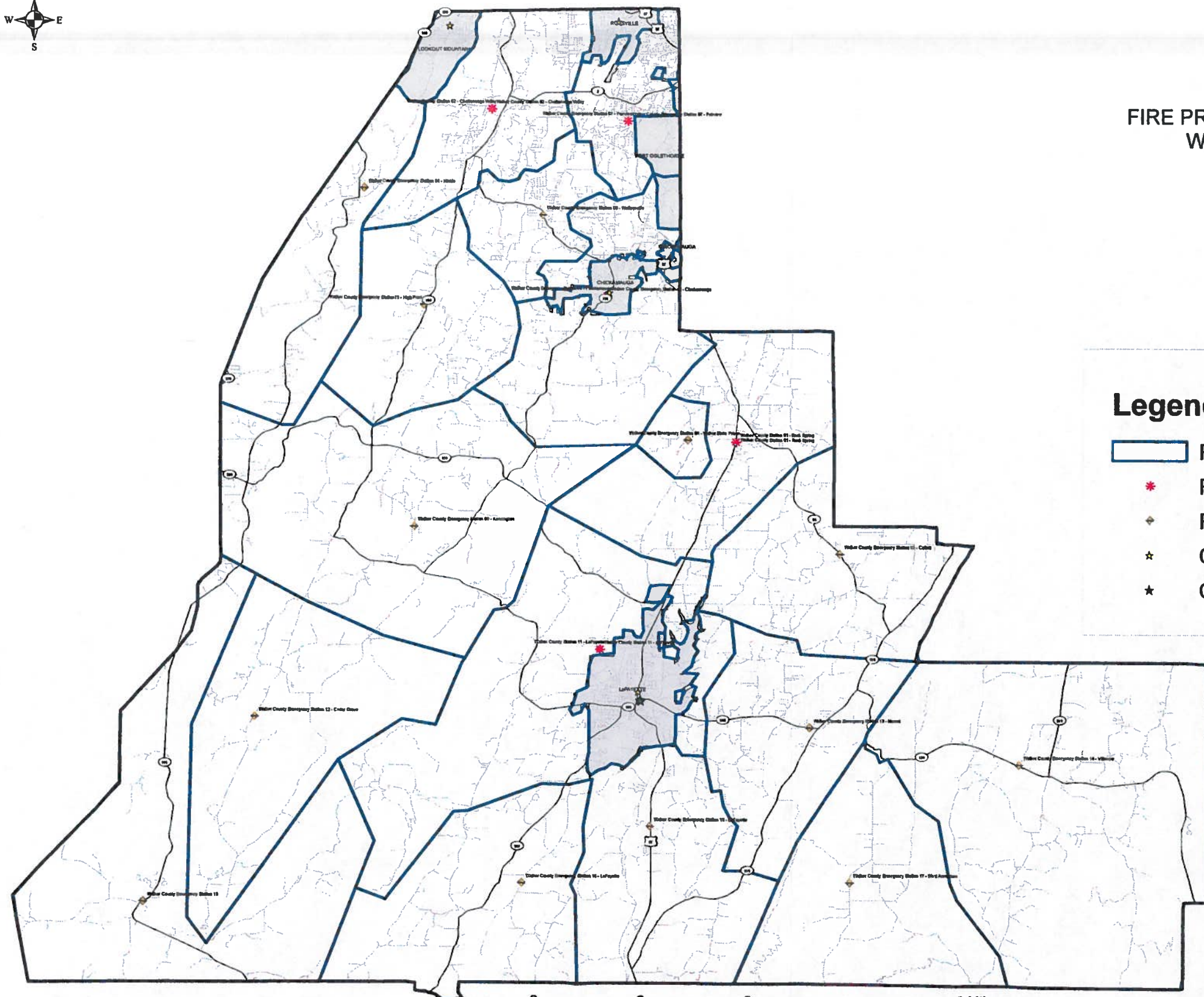
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



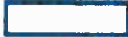




MAP 13

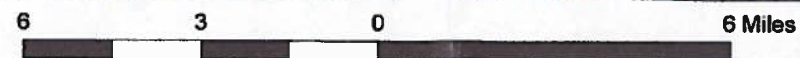
# FIRE PROTECTION AND PUBLIC SAFETY WALKER COUNTY, GEORGIA

FEBRUARY, 2011



## Legend

-  Fire Service Area
-  Fire-EMS Station
-  Fire Stations
-  City Fire-Police Station
-  County Law Enforcement Agency



**GEORGIA DEPARTMENT OF CORRECTIONS  
FIRE SERVICES  
WALKER STATE PRISON FIRE STATION #9  
97 KEVIN LN. P.O. BOX 98  
ROCK SPRING, GA 30739**

**AUTOMATIC AID AGREEMENT**

**Agreement for automatic mutual aid for fire protection and other emergencies between Walker County Emergency Services and Walker State Prison.**

**WHEREAS, it is considered in the best interest of both departments participating herein that an Automatic Mutual Aid Agreement be established to cover automatic response on the first alarm of a reported structure fire.**

**AND WHEREAS, that in the event of a fire, need for fire services, or other emergency, may automatically call for fire apparatus, manpower, or other necessary equipment of either departments response area.**

**IT IS THEREFORE AGREED:**

- 1. That said agreement be mutual with both departments.**
- 2. All request for assistance beyond the mutual aid on the first alarm, other than the special exceptions noted, will be handled as any other mutual aid.**
- 3. The ranking officer or their assistant for the department in whose district the automatic aid alarm occurs will act as the incident commander. The incident commander will operate under the National Incident Management System (NIMS), including safety and accountability.**
- 4. Chief officers from both departments will make every effort to either cancel while enroute or return back to service from the scene any automatic aid companies not needed.**
- 5. Both departments will conduct joint drills at least quarterly.**
- 6. Responding apparatus will operate on the day to day radio frequency of the department in whose district the incident has occurred or the mutual aid frequency if needed.**
- 7. Assistance shall be rendered to each department providing the personnel and equipment of the fire department called to assist are not engaged in another alarm incident. It is further agreed that neither fire department shall be liable for failure to respond.**

- 8. No party under this agreement will be required to pay compensation to the other party for services rendered pursuant to this agreement since the mutual advantage and protection afforded hereby is considered adequate compensation to both parties.
- 9. Each of the parties agree to release the other party from any and all liabilities, claims, judgements, costs or demands from damage to that parties property, whether intentional or unintentional, whether directly arising or indirectly arising from the use of any vehicle, equipment, or apparatus being used by the other party during the provision of service pursuant to this agreement.
- 10. Any damage or other compensation which is required to be paid to any personnel by reason of injury occurring while their services are being utilized pursuant to this agreement shall be the sole responsibility of the party regularly providing insurance coverage to that person.

**AREA OF AUTOMATIC AID RESPONSE**

Walker State Prison Fire Department upon dispatch by the Walker County 911 Communications Center or by special request of a Chief officer, will respond to structure fires within the response district as noted on the attached map.

**AUTOMATIC AID ASSIGNMENTS**

- 1. Walker State Prison will respond ( 1 ) Engine Company, ( 1 ) Tender/Tanker, and ( 1 ) Brush Truck (if needed), to dispatched calls from the 911 Communications Center to the automatic aid response district.
- 2. Walker County Emergency Services will respond a full commercial structure fire alarm assignment upon receipt of a fire alarm for the Walker State Prison-facility. All other alarms will be responded to with equipment appropriate for that alarm.
- 3. Other automatic aid assignments may be added as deemed necessary by Walker County Emergency Services and Walker State Prison officials.

Bebe Heiskell DATE: 1/6/12  
 Bebe Heiskell, Commissioner  
 Walker County Emergency Services

Sylvester Hall DATE: 12-20-11  
 Sylvester Hall, Director of Fire Services  
 Georgia Department of Corrections

David Ashburn DATE: 1-4-12  
 David Ashburn, Director  
 Walker County Emergency Services

Tom Chapman DATE: 12-21-11  
 Tom Chapman, Warden  
 Georgia Department of Corrections  
 Walker State Prison

H. Randy Camp DATE: 12/25/11  
 H. Randy Camp, Fire Chief  
 Walker County Emergency Services

Matthew Mann DATE: 12-20-11  
 Matthew Mann, Facility Safety Officer  
 Georgia Department of Corrections  
 Walker State Prison



INTERJURISDICTIONAL AGREEMENT

GEORGIA, WALKER COUNTY.

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

W I T N E S S E T H:

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

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

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

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

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

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

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

**ARTICLE I**  
**SALE OF FIRE FIGHTING EQUIPMENT**

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

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

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

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

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

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

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

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

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

## ARTICLE II LEASE OF THE FIRE HALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III  
FIRE PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV WARRANTIES

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**ARTICLE V**  
**TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VI**  
**MISCELLANEOUS**

6.1 If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other disputes 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 26<sup>th</sup> day of December, 1994, and the County, acting by and through its duly constituted and elected Commissioner, has executed this Agreement on the 22<sup>nd</sup> day of December, 1994.

CITY OF CHICKAMAUGA, GEORGIA

By: Roy Crowder  
Mayor

By: Harold Hill  
Councilman

By: John D. Jones  
Councilman

By: Wm. K. Griffin  
Councilman

By: [Signature]  
Councilman

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

Attest: James Ramsey  
Clerk

WALKER COUNTY, GEORGIA

By: Roy E. Parrish, Jr.  
Commissioner

Attest: Beke Hestell  
Clerk

WC\COPYING.WG



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Gas Department

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:  
**City of LaFayette**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
LaFayette	User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: GIS Mapping

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.): **Walker County provides this service county-wide. LaFayette and Fort Oglethorpe also provide this service within the incorporated limits.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees

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

This is newly added to the SDS as a service. However, Walker County started the GIS mapping in 1991 with the establishment of the E911 center. Walker County is now able to provide better and more up to date data.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service:Health Department

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):Walker County

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund , User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Jail

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees

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

Rossville no longer has a jail. They only have a holding cell, which does not accommodate an overnight stay. They now use the Walker County Jail.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Law Enforcement**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **See Below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, SPLOST, Grants
Chickamauga	General Fund, SPLOST
Rossville	General Fund, SPLOST
Fort Oglethorpe	General Fund, SPLOST, Grants
LaFayette	General Fund, SPLOST
Lookout Mountain	General Fund, SPLOST

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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.

<b>COUNTY:WALKER COUNTY</b>	<b>Service:Library</b>
-----------------------------	------------------------

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

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

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	General Fund
Rossville	General Fund
LaFayette	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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.

<b>COUNTY:WALKER COUNTY</b>	<b>Service:Litter Control</b>
-----------------------------	-------------------------------

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.): **See Below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	General Fund
Rossville	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Mosquito Control*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Walker County provides this service in the unincorporated areas of the County. Chickamauga provides this service in the incorporated limits of Chickamauga.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

## SDS FORM 2, continued

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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COUNTY: WALKER COUNTY

Service: *Museum*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Walker County does not have a museum, but funding is provided for historic preservation for structures that could be considered a museum.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

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

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund (The Marsh House & Other Historic Structures)
Chickamauga	General Fund
Rossville	General Fund (The Chief John Ross House)
Fort Oglethorpe	General Fund
LaFayette	General Fund, (Chattooga Academy)
Lookout Mountain	

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

Walker County is now involved with funding for The Marsh House and LaFayette with the Chattooga Academy.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Parks & Recreation

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, SPLOST, User Fees
Chickamauga	General Fund, SPLOST, User Fees
Rossville	General Fund, SPLOST, User Fees
Fort Oglethorpe	General Fund, SPLOST, User Fees
LaFayette	General Fund, SPLOST, User Fees
Lookout Mountain	General Fund, SPLOST, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**

Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Planning & Zoning**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

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.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees
Chickamauga	General Fund, User Fees
Rossville	General Fund, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees
Lookout Mountain	General Fund, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Property Assessment*

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.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**

Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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.

<b>COUNTY:WALKER COUNTY</b>	<b>Service:Public Sewer</b>
-----------------------------	-----------------------------

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.): **The cities of Rossville, Lookout Mountain, Chickamauga, Fort Oglethorpe, and LaFayette provide public sewer in the incorporated limits. Walker County and Dade County provide public sewer in portions of the Unincorporated areas of Walker County.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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, **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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County - Water & Sewer	User Fees
Chickamauga	User Fees
Fort Oglethorpe	User Fees
LaFayette	User Fees, General Fund
Lookout Mountain	User Fees, Sewer Account
Rossville	User Fees, General Fund

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

Dade County recently took over the self contained waste water treatment facility at the Canyon Ridge development on Hwy 157.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

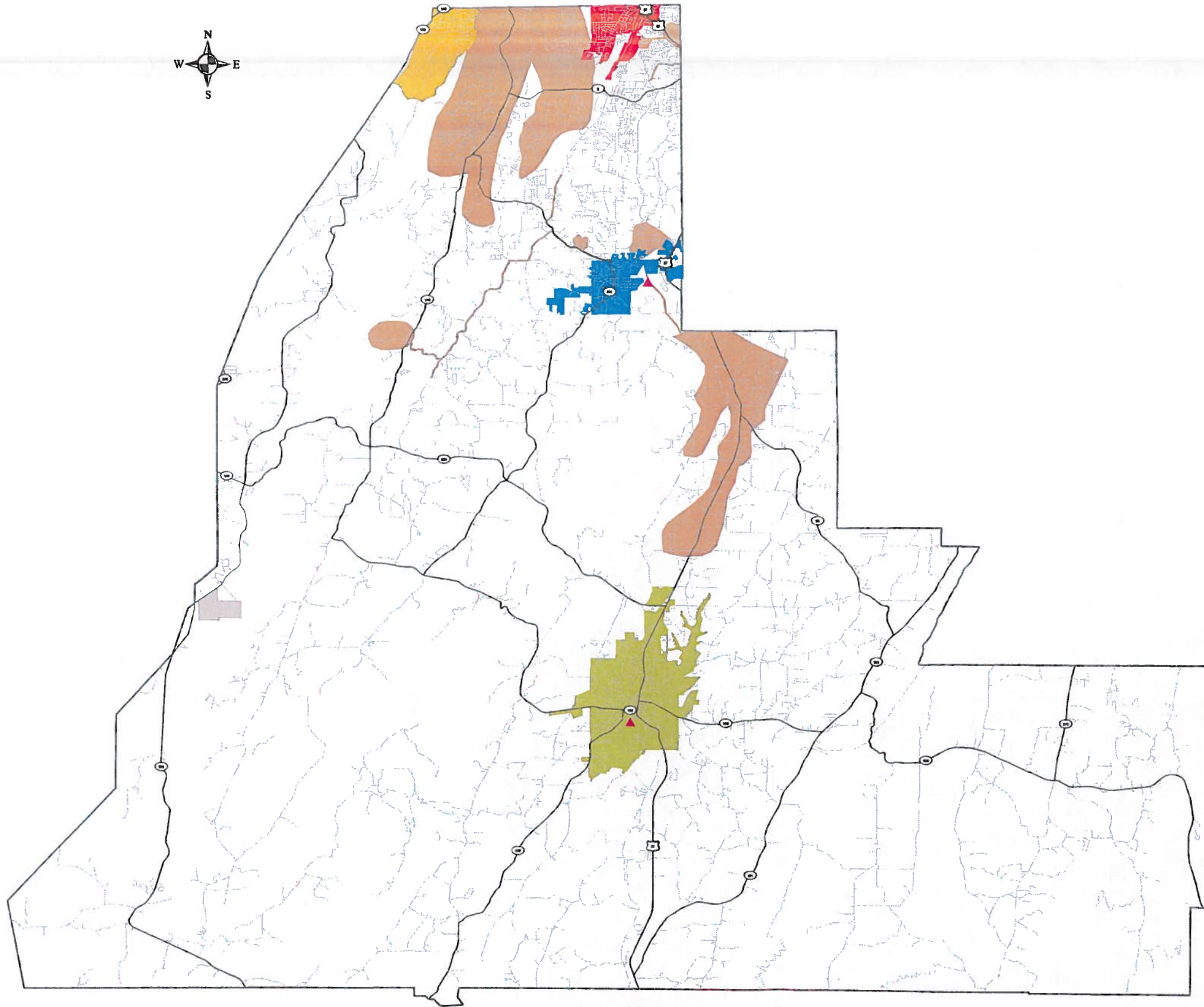
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



MAP 12

**SEWER SERVICE AREAS  
WALKER COUNTY, GEORGIA**

FEBRUARY, 2011

**Legend**

-  Water Pollution Control Plant
- Sewer Service Areas**
-  Canyon Ridge Sewer Service Area
-  Chickamauga Sewer service Area
-  LaFayette Sewer Service Area
-  Lookout Mountain Sewer Service Area
-  Rossville Sewer Service Area
-  Walker Water and Sewerage Authority Service Area



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Public Transportation**

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.): **Walker County - Walker Transit**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.



**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
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?

Walker County has now taken over the Walker Transit system.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Public Water**

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.): **Water service is provided by the Cities of LaFayette and Chickamauga within the incorporated limits. Water service is provided by Walker County Water & Sewer, Walker County Rural Water Authority, Dade County, Chattooga County, Whitfield Utilities, Catoosa Utilities, and Tennessee American in all other areas of the County and Lookout Mountain, Rossville, and Fort Oglethorpe.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County - Water & Sewerage	User Fees
Chickamauga	User Fees
LaFayette	User Fees, General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Water Purchase Agreement	Walker County and LaFayette	08/11/1996

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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



MAP 11

# WATER SERVICE AREAS WALKER COUNTY, GEORGIA

FEBRUARY, 2011

### Legend

▲ Water Treatment Facility

#### Water Service Areas

■ CATDOOSA UTILITIES - RINGGOLD

■ CHATTOOGA WATER DISTRICT - TRION

■ CITY OF CHICKAMAUGA - CHICKAMAUGA

■ CITY OF LAFAYETTE - LAFAYETTE

■ DADE COUNTY WATER AUTHORITY - TRENTON

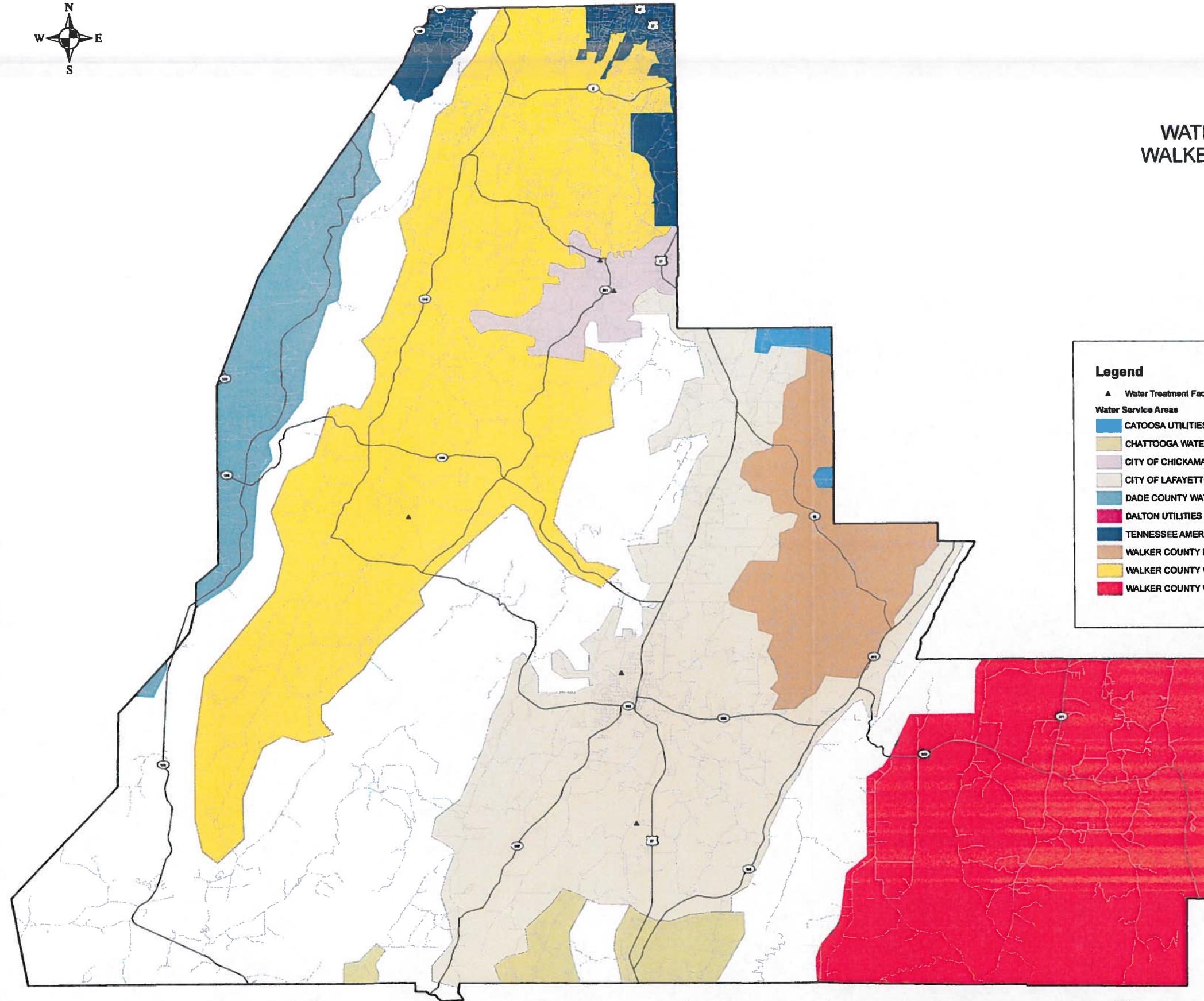
■ DALTON UTILITIES

■ TENNESSEE AMERICAN WATER COMPANY - CHATTANOOGA

■ WALKER COUNTY RURAL WATER AND SEWER AUTHORITY - CATLETT

■ WALKER COUNTY WATER AND SEWERAGE AUTHORITY - FLINTSTONE

■ WALKER COUNTY WATER AND SEWERAGE AUTHORITY - POTENTIAL WATER SERVICE EXPANSION AREA



WATER PURCHASE CONTRACT

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

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

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

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

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

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

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

A. The County agrees:

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

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

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

3. (Metering Equipment)

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

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

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

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

B. The City Agrees:

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

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

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

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

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

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

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

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

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

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

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



setting of rates by a governmental body is a governmental function which cannot be delegated and which cannot be fettered by the terms of any contract and the County hereby reserves its 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 its rights of County to set the rates to be charged and to adjust and revise the rates charged for water hereunder at any time and from time to time during the term of this contract. The initial charges for water contemplated by County is \$.55 per 1,000 gallons of water, but County does not guarantee that rate at the time water is purchased under this contract and County fully reserves the right to set the fees and charges for said water as hereinabove provided.

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

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

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

WALKER COUNTY, GEORGIA.

By:   
Roy E. Parrish, Commissioner

Attest:

  
Clerk of Commissioner

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CITY OF LAFAYETTE, GEORGIA

By: H. Neal Florence  
H. Neal Florence, Mayor

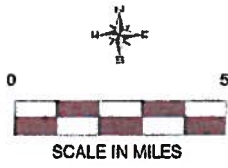
Attest:

William Thomas  
Clerk








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

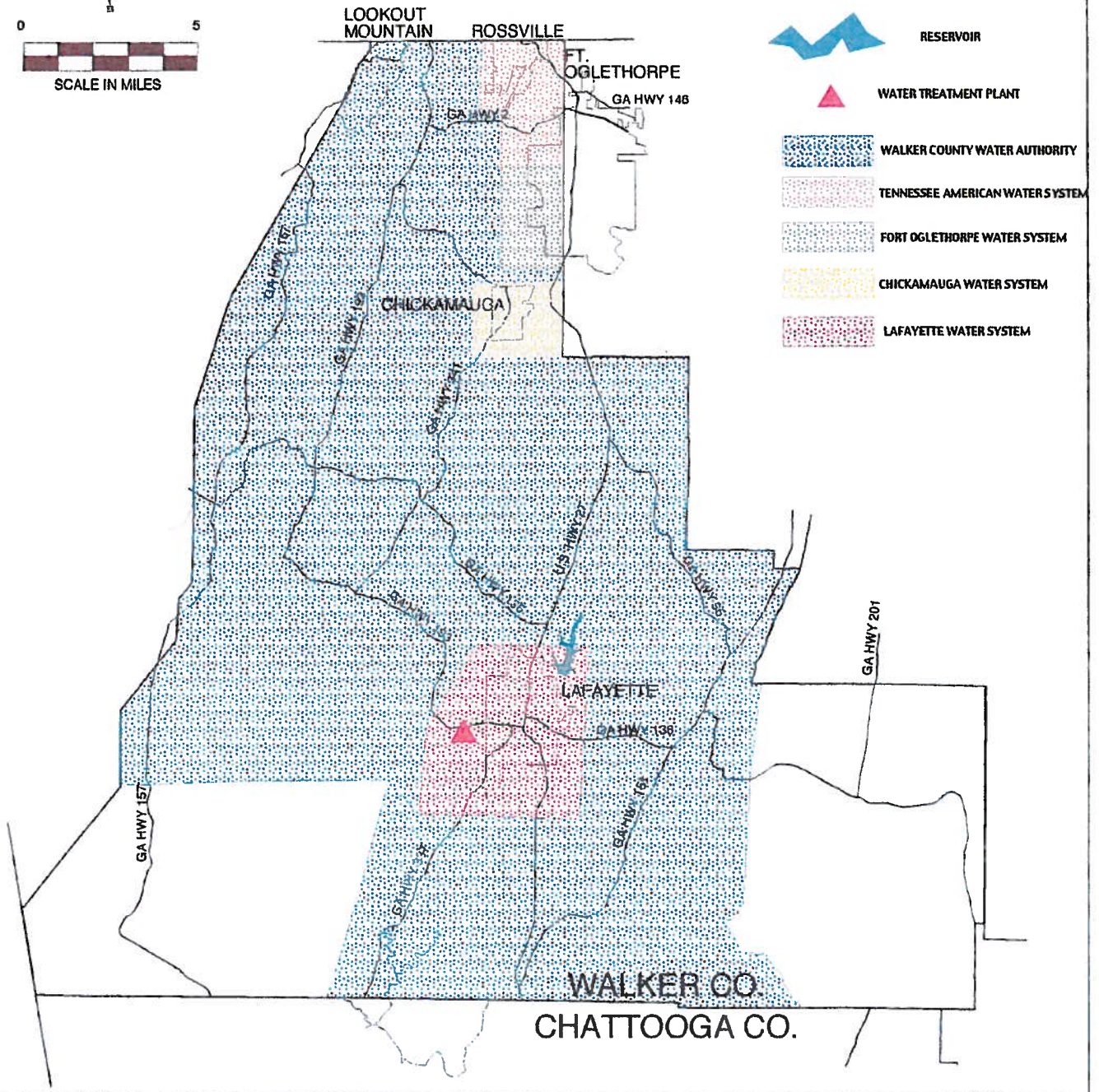
ADDRESS OF CITY OF LAFAYETTE:  
P. O. BOX 89  
LAFAYETTE, GEORGIA 30728

# WALKER COUNTY WATER SERVICE AREAS



## LEGEND

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



MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITIES OF LAFAYETTE, LOOKOUT MOUNTIAN, ROSSVILLE, CHICKAMAUGA, FORT OGLETHORPE AND WALKER COUNTY GEORGIA

Georgia law requires that there shall be coordinated and comprehensive planning by the several counties and municipalities of the State of Georgia; and as a part of said planning and in order to comply with all applicable laws, the Cities of Lafayette, Lookout Mountain, Rossville, Chickamauga, Fort Oglethorpe And Walker County Georgia, hereby enter into this Memorandum of Agreement, and agree between each other that, in the future, any extraterritorial water and sewer services by either of them shall be consistent with all applicable land use plans and ordinances all as provided by O.C.G.A. & 36-70-24 (4)(B).

The effective date of this Agreement shall be October 15, 1999.

The agreement may be modified or amended in writing by joint approval of the County and Cities.

SO AGREED THIS 28<sup>th</sup> DAY OF September, 1999.

WALKER COUNTY, GEORGIA

BY: Buddy L. Chapman  
COMMISSIOER

ATTEST: [Signature]  
CLERK

CITY OF ROSSVILLE

CITY OF LOOKOUT MOUNTAIN

BY: W.S. Martin  
MAYOR

BY: [Signature]  
MAYOR

CITY OF LAFAYETTE

CITY OF CHICKAMAUGA

BY: H. Frank Florence  
MAYOR

BY: Ray Crandall  
MAYOR

CITY OF FORT OGLETHORPE

BY: Doyle Camp  
MAYOR



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Recycling*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees
Chickamauga	General Fund
Rossville	General Fund, User Fees
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY**

**Service: Road & Street Construction/Maintenance**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

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.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

7. 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, State Grants, SPLOST, LMIG
Chickamauga	General Fund, SPLOST, LMIG
Rossville	General Fund, SPLOST, LMIG
Fort Oglethorpe	General Fund, SPLOST, LMIG
LaFayette	General Fund, SPLOST, LMIG
Lookout Mountain	General Fund, SPLOST, LMIG

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

LARP funding is no longer available. LMIG is now the additional funding source for local governments.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**      Date completed: 01/23/2012

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:

**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Senior Citizens Program*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund
Chickamauga	General Fund
Rossville	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: Solid Waste Collection

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **see below.**)

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this 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.

## SDS FORM 2, continued

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Chickamauga	General Fund, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees
Lookout Mountain	User Fees
Rossville	General Fund

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

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<b>COUNTY: WALKER COUNTY</b>	<b>Service: Solid Waste Disposal</b>
------------------------------	--------------------------------------

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.): **Walker County - Walker County Landfill & Transfer Station**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

2 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: WALKER COUNTY**

**Service: Stormwater Management**

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

Service will be provided countywide (i.e., including all cities and unincorporated 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.): **See below.**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees, Grants, SPLOST
Chickamauga	General Fund, Stormwater Utility Fee
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

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

Walker County, Rossville, Lookout Mountain, Chickamauga, and Fort Oglethorpe are now considered Phase II communities and are required to maintain a stormwater management program that meets the state mandates. The City of LaFayette is not currently designated as a Phase II community.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Walker County & City of Rossville	11-17-2005 - TBD
tergovernmental Agreement	Walker County & City of Chickamauga	10-02-2006 - TBD

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?

Ordinances, User Fees

7. Person completing form: **Kelia Kimbell**  
 Phone number: **706-638-4048**      Date completed: 01/23/2012

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:  
**BEBE HEISKELL COUNTY COMMISSIONER 706-638-1437**



**GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA**  
**MEMORANDUM OF AGREEMENT**

**WITH**  
**THE CITY OF ROSSVILLE, GEORGIA**

Entered and Indexed  
Minute Book # 50  
Pages: 787 792  
By: BJ

ATTACHMENT TO  
General NPDES Permit No. GAG610000 for  
Small Municipal Separate Storm Sewer Systems (MS4)

**I. General Information**

- A. Ownership Status (Please check one):  
 Both Municipal Separate Storm Sewer Systems
- B. Name(s) of small MS4: **Walker County Governing Authority, Georgia**  
**City of Rossville, Georgia**
- C. Name of responsible official for Walker County: **Bebe Heiskell**  
Title: **Sole County Commissioner**  
Mailing Address: **P.O. Box 445**  
City: **LaFayette** State: **Georgia** Zip Code: **30728**  
Telephone Number: **(706) 638-1437**
- Name of responsible official for the City of Rossville: **Johnny Baker**  
Title: **Mayor**  
Mailing Address: **400 McFarland Ave**  
City: **Rossville** State: **Georgia** Zip Code: **30741**  
Telephone Number: **(706) 866-1325**
- D. Designated stormwater management program contact for Walker County:  
Name: **Kelia Kimbell**  
Title: **Planning Director & Environmental Manager**  
Mailing Address: **101 Napier Street, Suite A**  
City: **LaFayette** State: **Georgia** Zip Code: **30728**  
Telephone Number: **(706) 638-4048** Fax Number: **(706) 638-9406**  
Email Address: **KLKimbell@aol.com**
- Designated stormwater management program contact for the City of Rossville:  
Name: **Phil Morton**  
Title: **Maintenance Manager**  
Mailing Address: **400 McFarland Avenue**  
City: **Rossville** State: **Georgia** Zip Code: **30741**  
Telephone Number: **(706) 866-1325**

**II. Minimum Control Measures**

- A. Public Education and Outreach - (complete Appendix A)
- B. Public Involvement/Participation - (complete Appendix B)
- C. Illicit Discharge Detection and Elimination - (complete Appendix C)
- D. Construction Site Stormwater Runoff Control - (complete Appendix D)
- E. Post-construction Stormwater Management in New Development and Redevelopment - (complete Appendix E)
- F. Pollution Prevention/Good Housekeeping - (complete Appendix F)

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

**III. Sharing Responsibility**

**Appendix A: Public Education and Outreach on Stormwater Impacts**

**BMP ID Number:** A-1  
**Best Management Practice:** Stormwater Education Program for School Age Children

The City of Rossville does not have a city school system, and most school age children within the City of Rossville attend a school within the Walker County School system. The Governing Authority of Walker County has included in their GA NOI to conduction a Stormwater Education Program within the Walker County School System. The children within the City Limits of Rossville will be included in that student population. Therefore, Walker County will take full responsibility for this BMP on behalf of the City of Rossville, and will therefore; provide an annual report on their efforts by November 15<sup>th</sup> of each year.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** A-2  
**Best Management Practice:** Use Educational Displays and distribute pamphlets, booklets, and mail stuffers to educate the public on stormwater related issues

Walker County will be obtaining materials from all sources possible. Walker County will have these materials on display in locations throughout Walker County Government Offices, along with Civic Organization Meetings, local businesses and the Chamber of Commerce. There are many citizens of the City of Rossville that do not visit these locations in Walker County. Therefore, the City of Rossville will be responsible for this BMP, including mailing out information and having information available at City Hall.

NOTE: Walker County can provide materials if the City of Rossville would prefer. Fees would only be associated with this BMP if we provide the materials because of the time it takes to get them together and an annual report would then be required to report the materials provided. Another alternative would be for Walker County to provide the City of Rossville with information to obtain pamphlets at no expense.

**BMP ID Number:** A-3  
**Best Management Practice:** Establish a page on the County's Website containing Stormwater Information and additional ways of obtaining more information on Stormwater; Scrap Tire Management, Illegal Dumping, Soil Erosion & Sedimentation Control, floodplain management, etc.

Walker County's website will include information that will be available to all citizens, including those that live within the City limits of Rossville. Our guest book on the website will have a place for visitors to put where they live. An annual report will be given to the City of Rossville by November 15<sup>th</sup> each year to document the number of visitors to the website that have a Rossville address.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** A-4  
**Best Management Practice:** Inform the Public on a regular basis through the Walker County in Action Show and other forms of media on the topics of Stormwater Management, Water Quality, Soil Erosion & Sedimentation Control, and other related issues.

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

Walker County's television show will include information that will be available to all citizens, including those that live within the City limits of Rossville. We have no way to document exactly how many citizens watch the show nor do we know how many are from the City or the County.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** A-5

**Best Management Practice:** Hold classes for and/or assist other communities around us that hold classes for those involved in all aspects of proper design, installation and maintenance of BMPs and/or implementation of Soil Erosion, Sedimentation & Pollution Prevention Plans and Stormwater Management Plans

Any classes held by Walker County or assisted by Walker County will be available to all citizens, including those that live within the City limits of Rossville. Walker County will provide the City of Rossville with an annual report documenting any participants that attended that have Rossville addresses.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**Appendix B: Public Participation/Public Involvement**

40 CFR Part 122.34(b)(2) Requirement: You must, at a minimum, comply with State, Tribal, and local public notice requirements when implementing a public involvement / participation program.

**BMP ID Number:** B-1

**Best Management Practice:** Walker County Storm Drain Stenciling Program

Because Walker County has no inventory of the storm drains located in the City of Rossville, it would be difficult for the County to take responsibility for this BMP. However, Walker County will provide resources to the City of Rossville for supplies, ideas, methods of completing this BMP, etc., as needed at the request of the City of Rossville.

NOTE: An annual report on this BMP will only be necessary when information or assistance is requested. Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** B-2

**Best Management Practice:** Walker County Recycling Center

Walker County already operates a successful recycling program that allows all county residents, including residents of the City of Rossville. Walker County has no way of documenting how many citizens are from the City or the County. However, we will still provide the City with information as to how much recyclable waste is brought to our facility. We will provide this information in an annual report by November 15<sup>th</sup> of each year.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** B-3

**Best Management Practice:** Stormwater Steering Committee Meetings

The City of Rossville will provide a participant for this committee. Therefore there will be no need for an annual report from the County for this BMP.

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

**Appendix C: Illicit Discharge Detection and Elimination**

40 CFR Part 122.34(b)(3) Requirement: You must develop, implement and enforce a program to detect and eliminate illicit discharges into your small MS4.

You must:

- A) Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the State that receive discharges from those outfalls;
- B) Effectively prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into your storm sewer system and implement appropriate enforcement procedures and actions;
- C) Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to your system; and
- D) Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.

**Appendix C: Illicit Discharge Detection and Elimination**

**BMP ID Number:** C-1

**Best Management Practice:** Adoption & Enforcement of Illicit Discharge Detection & Elimination Ordinance

This BMP involves the adoption and enforcement of the model that prohibits non-storm water discharges to Rossville's MS4 system through regulatory enforcement. The City of Rossville will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word for word. An annual report will be provided to the City of Rossville documenting any work done within the city of Rossville by November 15<sup>th</sup> of each year.

NOTE: Fees could be based on the number of complaint calls addressed, time spent on each, etc. Additional fees should be associated with producing an annual report documenting the work completed by Walker County.

**BMP ID Number:** C-2

**Best Management Practice:** Mapping the Urbanized area of Unincorporated Walker County

Walker County has contracted with Coosa Valley Regional Development Center to map the outfalls within the urbanized areas of the County, including the City of Rossville. An annual report will be provided to Walker County and the City of Rossville by Coosa Valley RDC. There will not be a separate report done for this BMP by Walker County.

NOTE: The fees associated with this BMP will be billed by Coosa Valley RDC to Walker County and for any work done inside the city limits, the associated fees will be passed on to the City of Rossville. There will not be a separate report done for this BMP by Walker County.

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

**BMP ID Number:** C-3

**Best Management Practice:** Illicit Discharge Detection & Elimination Procedures

Walker County staff will develop and implement procedures to detect and eliminate illicit discharges within the County. The procedures will consist of four parts including location of problem areas, finding the pollutant source, removing/correcting the illicit connections, and documentation of actions taken. Details of the procedures have yet to be identified. The procedures that Walker County establishes will also be available for use by the City of Rossville. If the City of Rossville would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program.

Many of the illicit connections within the City of Rossville are going to be found by City employees and will be addressed by City employees. Walker County feels that the service that can be provided for this minimum control measure will be to provide the city with a copy of our procedures once they are developed and to help the City on an as needed basis. Fees may be established for miscellaneous duties as assigned to cover the cost of this type of situation. There should also be a fee associated with providing the man power to develop the procedures that would be passed on to the City.

**BMP ID Number:** C-4

**Best Management Practice:** Use Educational Displays and distribute pamphlets, booklets, and mail stuffers to educate the public on stormwater related issues

Walker County will be obtaining materials from all sources possible. Walker County will have these materials on display in locations throughout Walker County Government Offices, along with Civic Organization Meetings, local businesses and the Chamber of Commerce. There are many citizens of the City of Rossville that do not visit these locations in Walker County. Therefore, the City of Rossville will be responsible for this BMP, including mailing out information and having information available at City Hall.

NOTE: Walker County can provide materials if the City of Rossville would prefer. Fees would only be associated with this BMP if we provide the materials because of the time it takes to get them together and an annual report would then be required to report the materials provided. Another alternative

**Appendix D: Construction Site Storm Water Runoff Control**

40 CFR Part 122.34(b)(4) Requirement: You must develop, implement, and enforce a program to reduce pollutants in any storm water runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. Your program must include:

- A) An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance;
- B) Requirements for construction site operators to implement appropriate erosion and sediment control best management practices;
- C) Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality;
- D) Procedures for site plan review which incorporate consideration of potential water quality impacts;
- E) Procedures for receipt and consideration of information submitted by the public; and
- F) Procedures for site inspection and enforcement of control measures.

**BMP ID Number:** D-1

**Best Management Practice:** Soil Erosion & Sedimentation Control Ordinance

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

Both Walker County and the City of Rossville have already adopted the model ordinance that addresses Soil Erosion and Sedimentation Control.

**BMP ID Number:** D-2  
**Best Management Practice:** Litter Control Ordinance

This BMP involves the adoption and enforcement of the model Litter Control Ordinance. The City of Rossville will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word for word. Walker County will not have any fees associated with this BMP unless assistance is needed in the preparation of the ordinance or the adoption of the ordinance.

**BMP ID Number:** D-3  
**Best Management Practice:** Erosion & Sedimentation Control Plan Reviews, Site Inspections (scheduled and complaint based), and Enforcement Procedures

Walker County will be available to complete the following for this BMP

1. initial reviews of any Erosion & Sedimentation Control Plans that are submitted for projects within the City of Rossville,
2. handle all paper work involved in the review process of E&SC Plans with the state,
3. communicate with developers or owners with regard to this process,
4. issue land disturbing activity permits to those individuals, including collecting all fees associated with those permits conduct regular inspections on construction site; and,
5. take and address any complaint calls by citizens with regard to erosion & sedimentation control.

An annual report will be provided to the City of Rossville documenting any work done within the city of Rossville by November 15<sup>th</sup> of each year.

NOTE: A portion of the fees will be collected when the land disturbing permits are issued for developments. This portion of the fees covers plan review and the permit. Additional fees should be established to cover site inspections, complaint inspections, etc. Fees could be based on the number of complaint calls addressed, time spent on each for example.

**BMP ID Number:** D-4  
**Best Management Practice:** Procedures to record and address public information, comments, or complaints.

Walker County staff will develop and implement procedures to address public information, comments and complaints within the County. The procedures will consist of four parts including location of problem areas, finding the source/owner/property, removing/correcting/addressing the problem or concern, and documentation of actions taken. Details of the procedures have yet to be identified on paper. The procedures that Walker County establishes will also be available for use by the City of Rossville. If the City of Rossville would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program.

Currently all complaint calls are taken within the City of Rossville are going to be found by City employees and will be addressed by City employees. Walker County feels that the service that can be provided for this minimum control measure will to provide the city with a copy of our procedures once that are developed and to help the City on an as needed basis. Fees may be established for miscellaneous duties as assigned to cover the cost of this type of situation and time associated with developing the procedures.

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THE CITY OF ROSSVILLE, GEORGIA

**BMP ID Number:** D-5  
**Best Management Practice:** Stormwater Pollution Prevention Plan Reviews, Site Inspections (scheduled and complaint based), Enforcement Procedures, and Maintenance Procedures

Walker County will be available to:

1. complete initial reviews of any Stormwater Pollution Prevention Plans that are submitted for projects within the City of Rossville,
2. communicate with developers or owners with regard to this process,
3. issue permits to those individuals, including collecting all fees associated with those permits,
4. conduct regular inspections on construction site; and
5. take and address any complaint calls by citizens with regard to erosion & sedimentation control or stormwater.

An annual report will be provided to the City of Rossville documenting any work done within the city of Rossville by November 15<sup>th</sup> of each year.

NOTE: A portion of the fees will be collected when the permits are issued for developments. This portion of the fees covers plan review and the permit. Additional fees should be established to cover site inspections, complaint inspections, etc. Fees could be based on the number of complaint calls addressed, time spent on each for example.

**Appendix E: Post-Construction Storm Water Management  
in New Development and Redevelopment**

40 CFR Part 122.34(b)(5) Requirement: You must develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into your small MS4. You must:

- A) Develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for your community;
- B) Use an ordinance or other regulatory mechanism to address post-construction runoff from new development or redevelopment projects; and
- C) Ensure adequate long-term operation and maintenance of BMPs.

**BMP ID Number:** E-1  
**Best Management Practice:** Post-Development Stormwater Management for New Development and Redevelopment Ordinance

This BMP involves the adoption and enforcement of the model Post-Development Stormwater Management for New Development and Redevelopment Ordinance. The City of Rossville will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word of word. Walker County will not have any fees associated with this BMP unless assistance is needed in the preparation of the ordinance or the adoption of the ordinance.

**BMP ID Number:** E-2  
**Best Management Practice:** Site Inspections (scheduled and complaint based), Enforcement Procedures, and Maintenance Procedures

Walker County staff will develop and implement procedures to address site inspections (scheduled and complaint based), enforcement procedures, and maintenance procedures within the County. Details of the procedures have yet to be identified on paper. The procedures that Walker County establishes will also be available for use by the City of Rossville. If the City of Rossville would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program.

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THE CITY OF ROSSVILLE, GEORGIA

**Appendix F: Pollution Prevention/ Good Housekeeping for Municipal Operations**

40 CFR Part 122.34(b)(6) Requirement: You must develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.

There will be no services provided for this minimum control measure.

The contract will be reviewed and renewed annually. At any point, either party may choose to abandon this contract by giving a 30-day notice in writing to the other party.

Printed Name: Bebe Heiskell

Title: Sole County Commissioner

Signature: Bebe Heiskell

Date: 11-17-05

Printed Name: Johnny Baker

Title: Mayor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
WITH  
THE CITY OF ROSSVILLE, GEORGIA

ATTACHMENT TO  
General NPDES Permit No. GAG610000 for  
Small Municipal Separate Storm Sewer Systems (MS4)

**All work performed will be documented with time sheets .....\$20/hr  
This will include reporting, inspections of any kind, etc.**

**Land Disturbing Activity Permits will be issued by Walker County and therefore fees associated with those will cover the cost of reviewing erosion control plans and handling paper work associated with getting them approved. This does not include inspections performed by Walker County.**

**Mileage will be charged at the rate allowed by the state of Georgia .....currently \$0.375/mile  
Mileage will also be documented in our invoices.**

**Classes Held**

**Adults who are residence the City of Rossville ..... \$5.00/person  
Children who are residence of the City of Rossville ..... \$1.00/person**

**Educational Material**

**Handling Fee.....cost of materials + 10%**

**Mapping completed by Coosa Valley RDC as part of Walker County's Contract will be billed to the City of Rossville at no additional cost.**

**GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA**  
**MEMORANDUM OF AGREEMENT**

Entered and Indexed  
Minute Book # 50  
Pages: 221-228  
By: B/S

**WITH**  
**THE CITY OF CHICKAMAUGA, GEORGIA**

ATTACHMENT TO  
General NPDES Permit No. GAG610000 for  
Small Municipal Separate Storm Sewer Systems (MS4)

**I. General Information**

- A. Ownership Status (Please check one):  
 Both Municipal Separate Storm Sewer Systems
- B. Name(s) of small MS4: **Walker County Governing Authority, Georgia**  
**City of Chickamauga, Georgia**
- C. Name of responsible official for Walker County: **Bebe Heiskell**  
Title: **Sole County Commissioner**  
Mailing Address: **P.O. Box 445**  
City: **LaFayette** State: **Georgia** Zip Code: **30728**  
Telephone Number: **(706) 638-1437**
- Name of responsible official for the City of Chickamauga: **Ray Crowder**  
Title: **Mayor**  
Mailing Address: **P.O. Box 69, 103 Crittenden Ave.**  
City: **Chickamauga** State: **Georgia** Zip Code: **30707**  
Telephone Number: **(706) 375-3177**
- D. Designated stormwater management program contact for Walker County:  
Name: **Kathy C Ward**  
Title: **Planning Director & Stormwater Program Manager**  
Mailing Address: **101 Napier Street, Suite A**  
City: **LaFayette** State: **Georgia** Zip Code: **30728**  
Telephone Number: **(706) 638-4048** Fax Number: **(706) 638-9406**  
Email Address: **KathyCWard@aol.com**
- Designated stormwater management program contact for the City of Chickamauga:  
Name: **Jim Powell**  
Title:  
Mailing Address: **P.O. Box 69, 103 Crittenden Ave.**  
City: **Chickamauga** State: **Georgia** Zip Code: **30707**  
Telephone Number: **(706) 375-3177**

**II. Minimum Control Measures**

- A. Public Education and Outreach - (complete Appendix A)  
B. Public Involvement/Participation - (complete Appendix B)  
C. Illicit Discharge Detection and Elimination - (complete Appendix C)  
D. Construction Site Stormwater Runoff Control - (complete Appendix D)  
E. Post-construction Stormwater Management in New Development and Redevelopment - (complete Appendix E)  
F. Pollution Prevention/Good Housekeeping - (complete Appendix F)

**MEMORANDUM OF AGREEMENT**  
THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
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THE CITY OF CHICKAMAUGA, GEORGIA

**III. Sharing Responsibility**

**Appendix A: Public Education and Outreach on Stormwater Impacts**

**BMP ID Number:** A-1  
**Best Management Practice:** Stormwater Education Program for School Age Children

Not applicable. The City of Chickamauga has its own school system that they will be responsible for contacting.

**BMP ID Number:** A-2  
**Best Management Practice:** Use Educational Displays and distribute pamphlets, booklets, and mail stuffers to educate the public on stormwater related issues

Walker County will be obtaining materials from all sources possible. Walker County will have these materials on display in locations throughout Walker County Government Offices, along with Civic Organization Meetings, local businesses and the Chamber of Commerce. There are many citizens of the City of Chickamauga that do not visit these locations in Walker County. Therefore, the City of Chickamauga will be responsible for this BMP, including mailing out information and having information available at City Hall.

NOTE: Walker County can provide materials if the City of Chickamauga would prefer. Fees would only be associated with this BMP if we provide the materials because of the time it takes to get them together and an annual report would then be required to report the materials provided. Another alternative would be for Walker County to provide the City of Chickamauga with information to obtain pamphlets at no expense.

**BMP ID Number:** A-3  
**Best Management Practice:** Establish a page on the County's Website containing Stormwater Information and additional ways of obtaining more information on Stormwater; Scrap Tire Management, Illegal Dumping, Soil Erosion & Sedimentation Control, floodplain management, etc.

Not applicable. The City of Chickamauga has their own website that they are responsible for maintaining. It would be more cost effective for them to put stormwater back on their website.

**BMP ID Number:** A-4  
**Best Management Practice:** Inform the Public on a regular basis through the Walker County in Action Show and other forms of media on the topics of Stormwater Management, Water Quality, Soil Erosion & Sedimentation Control, and other related issues.

Walker County's television show will include information that will be available to all citizens, including those that live within the City limits of Chickamauga. We have no way to document exactly how many citizens watch the show nor do we know how many are from the City or the County.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

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**BMP ID Number:** A-5

**Best Management Practice:** Hold classes for and/or assist other communities around us that hold classes for those involved in all aspects of proper design, installation and maintenance of BMPs and/or implementation of Soil Erosion, Sedimentation & Pollution Prevention Plans and Stormwater Management Plans

Any classes held by Walker County or assisted by Walker County will be available to all citizens, including those that live within the City limits of Chickamauga. Walker County will provide the City of Chickamauga with an annual report documenting any participants that attended that have Chickamauga addresses.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**Appendix B: Public Participation/Public Involvement**

40 CFR Part 122.34(b)(2) Requirement: You must, at a minimum, comply with State, Tribal, and local public notice requirements when implementing a public involvement / participation program.

**BMP ID Number:** B-1

**Best Management Practice:** Walker County Storm Drain Stenciling Program

Because Walker County has no inventory of the storm drains located in the City of Chickamauga, it would be difficult for the County to take responsibility for this BMP. However, Walker County will provide resources to the City of Chickamauga for supplies, ideas, methods of completing this BMP, etc., as needed at the request of the City of Chickamauga.

NOTE: An annual report on this BMP will only be necessary when information or assistance is requested. Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** B-2

**Best Management Practice:** Walker County Recycling Center

Walker County already operates a successful recycling program that allows all county residents, including residents of the City of Chickamauga. Walker County has no way of documenting how many citizens are from the City or the County. However, we will still provide the City with information as to how much recyclable waste is brought to our facility. We will provide this information in an annual report by November 15<sup>th</sup> of each year.

NOTE: Time to do the annual report will be the only expense for this BMP because everything else we will already be doing.

**BMP ID Number:** B-3

**Best Management Practice:** Stormwater Steering Committee Meetings

The City of Chickamauga will provide a participant for this committee. Therefore there will be no need for an annual report from the County for this BMP.

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**Appendix C: Illicit Discharge Detection and Elimination**

40 CFR Part 122.34(b)(3) Requirement: You must develop, implement and enforce a program to detect and eliminate illicit discharges into your small MS4.

You must:

- A) Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the State that receive discharges from those outfalls;
- B) Effectively prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into your storm sewer system and implement appropriate enforcement procedures and actions;
- C) Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to your system; and
- D) Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.

**Appendix C: Illicit Discharge Detection and Elimination**

**BMP ID Number:** C-1

**Best Management Practice:** Adoption & Enforcement of Illicit Discharge Detection & Elimination Ordinance

This BMP involves the adoption and enforcement of the model that prohibits non-storm water discharges to Chickamauga's MS4 system through regulatory enforcement. The City of Chickamauga will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word for word. An annual report will be provided to the City of Chickamauga documenting any work done within the city of Chickamauga by November 15<sup>th</sup> of each year.

NOTE: Fees could be based on the number of complaint calls addressed, time spent on each, etc. Additional fees should be associated with producing an annual report documenting the work completed by Walker County. Please note that responsibilities to Walker County must come first and any inspection and enforcement for Chickamauga would have to be as time permits.

**BMP ID Number:** C-2

**Best Management Practice:** Mapping the Urbanized area of Unincorporated Walker County

Walker County has contracted with Coosa Valley Regional Development Center to map the outfalls within the urbanized areas of the County, including the City of Chickamauga. An annual report will be provided to Walker County and the City of Chickamauga by Coosa Valley RDC. There will not be a separate report done for this BMP by Walker County.

NOTE: The fees associated with this BMP will be billed by Coosa Valley RDC to Walker County and for any work done inside the city limits, the associated fees will be passed on to the City of Chickamauga. There will not be a separate report done for this BMP by Walker County.

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**THE CITY OF CHICKAMAUGA, GEORGIA**

**BMP ID Number:** C-3

**Best Management Practice:** Illicit Discharge Detection & Elimination Procedures

Walker County staff will develop and implement procedures to detect and eliminate illicit discharges within the County. The procedures will consist of four parts including location of problem areas, finding the pollutant source, removing/correcting the illicit connections, and documentation of actions taken. Details of the procedures have yet to be identified. The procedures that Walker County establishes will also be available for use by the City of Chickamauga. If the City of Chickamauga would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program. Please note that responsibilities to Walker County must come first and any inspection and enforcement for Chickamauga would have to be as time permits.

Many of the illicit connections within the City of Chickamauga are going to be found by City employees and will be addressed by City employees. Walker County feels that the service that can be provided for this minimum control measure will be to provide the city with a copy of our procedures once they are developed and to help the City on an as needed basis. Fees may be established for miscellaneous duties as assigned to cover the cost of this type of situation. There should also be a fee associated with providing the man power to develop the procedures that would be passed on to the City.

**BMP ID Number:** C-4

**Best Management Practice:** Use Educational Displays and distribute pamphlets, booklets, and mail stuffers to educate the public on stormwater related issues

Walker County will be obtaining materials from all sources possible. Walker County will have these materials on display in locations throughout Walker County Government Offices, along with Civic Organization Meetings, local businesses and the Chamber of Commerce. There are many citizens of the City of Chickamauga that do not visit these locations in Walker County. Therefore, the City of Chickamauga will be responsible for this BMP, including mailing out information and having information available at City Hall.

NOTE: Walker County can provide materials if the City of Chickamauga would prefer. Fees would only be associated with this BMP if we provide the materials because of the time it takes to get them together and an annual report would then be required to report the materials provided. Another alternative

**Appendix D: Construction Site Storm Water Runoff Control**

40 CFR Part 122.34(b)(4) Requirement: You must develop, implement, and enforce a program to reduce pollutants in any storm water runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. Your program must include:

- A) An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance;
- B) Requirements for construction site operators to implement appropriate erosion and sediment control best management practices;
- C) Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality;
- D) Procedures for site plan review which incorporate consideration of potential water quality impacts;
- E) Procedures for receipt and consideration of information submitted by the public; and
- F) Procedures for site inspection and enforcement of control measures.

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**BMP ID Number:** D-1  
**Best Management Practice:** Soil Erosion & Sedimentation Control Ordinance

Both Walker County and the City of Chickamauga have already adopted the model ordinance that addresses Soil Erosion and Sedimentation Control.

**BMP ID Number:** D-2  
**Best Management Practice:** Litter Control Ordinance

This BMP involves the adoption and enforcement of the model Litter Control Ordinance. The City of Chickamauga will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word of word. Walker County will not have any fees associated with this BMP unless assistance is needed in the preparation of the ordinance or the adoption of the ordinance.

**BMP ID Number:** D-3  
**Best Management Practice:** Erosion & Sedimentation Control Plan Reviews, Site Inspections (scheduled and complaint based), and Enforcement Procedures

Walker County will be available to complete the following for this BMP

1. initial reviews of any Erosion & Sedimentation Control Plans that are submitted for projects within the City of Chickamauga,
2. handle all paper work involved in the review process of E&SC Plans with the state,
3. communicate with developers or owners with regard to this process,
4. issue land disturbing activity permits to those individuals, including collecting all fees associated with those permits conduct regular inspections on construction site; and,
5. take and address any complaint calls by citizens with regard to erosion & sedimentation control.

An annual report will be provided to the City of Chickamauga documenting any work done within the city of Chickamauga by November 15<sup>th</sup> of each year.

NOTE: A portion of the fees will be collected when the land disturbing permits are issued for developments. This portion of the fees covers plan review and the permit. Additional fees should be established to cover site inspections, complaint inspections, etc. Fees could be based on the number of complaint calls addressed, time spent on each for example. Please note that responsibilities to Walker County must come first and any inspection and enforcement for Chickamauga would have to be as time permits.

**BMP ID Number:** D-4  
**Best Management Practice:** Procedures to record and address public information, comments, or complaints.

Walker County staff will develop and implement procedures to address public information, comments and complaints within the County. The procedures will consist of four parts including location of problem areas, finding the source/owner/property, removing/correcting/addressing the problem or concern, and documentation of actions taken. Details of the procedures have yet to be identified on paper. The procedures that Walker County establishes will also be available for use by the City of Chickamauga. If the City of Chickamauga would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program.

Currently all complaint calls are taken within the City of Chickamauga are going to be found by City employees and will be addressed by City employees. Walker County feels that the service that can be provided for this minimum control measure will to provide the city with a copy of our procedures once that are developed and to help the City on

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an as needed basis. Fees may be established for miscellaneous duties as assigned to cover the cost of this type of situation and time associated with developing the procedures.

**BMP ID Number:** D-5  
**Best Management Practice:** Stormwater Pollution Prevention Plan Reviews, Site Inspections (scheduled and complaint based), Enforcement Procedures, and Maintenance Procedures

Walker County will be available to:

1. complete initial reviews of any Stormwater Pollution Prevention Plans that are submitted for projects within the City of Chickamauga,
2. communicate with developers or owners with regard to this process,
3. issue permits to those individuals, including collecting all fees associated with those permits,
4. conduct regular inspections on construction site; and
5. take and address any complaint calls by citizens with regard to erosion & sedimentation control or stormwater.

An annual report will be provided to the City of Chickamauga documenting any work done within the city of Chickamauga by November 15<sup>th</sup> of each year.

**NOTE:** A portion of the fees will be collected when the permits are issued for developments. This portion of the fees covers plan review and the permit. Additional fees should be established to cover site inspections, complaint inspections, etc. Fees could be based on the number of complaint calls addressed, time spent on each for example. Please note that responsibilities to Walker County must come first and any inspection and enforcement for Chickamauga would have to be as time permits.

**Appendix E: Post-Construction Storm Water Management  
in New Development and Redevelopment**

40 CFR Part 122.34(b)(5) Requirement: You must develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into your small MS4. You must:

- A) Develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for your community;
- B) Use an ordinance or other regulatory mechanism to address post-construction runoff from new development or redevelopment projects; and
- C) Ensure adequate long-term operation and maintenance of BMPs.

**BMP ID Number:** E-1  
**Best Management Practice:** Post-Development Stormwater Management for New Development and Redevelopment Ordinance

This BMP involves the adoption and enforcement of the model Post-Development Stormwater Management for New Development and Redevelopment Ordinance. The City of Chickamauga will have to adopt its own ordinances, including holding the necessary public hearings associated with the adoption of this ordinance. In order for Walker County to help enforce these regulations, the ordinance must match Walker County's ordinance word of word. Walker County will not have any fees associated with this BMP unless assistance is needed in the preparation of the ordinance or the adoption of the ordinance.



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THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA  
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**BMP ID Number:** E-2  
**Best Management Practice:** Site Inspections (scheduled and complaint based), Enforcement Procedures, and Maintenance Procedures

Walker County staff will develop and implement procedures to address site inspections (scheduled and complaint based), enforcement procedures, and maintenance procedures within the County. Details of the procedures have yet to be identified on paper. The procedures that Walker County establishes will also be available for use by the City of Chickamauga. If the City of Chickamauga would like to have Walker County implement the same procedures in the City, then a fee schedule would also need to be developed to cover the expense of this program. Please note that responsibilities to Walker County must come first and any inspection and enforcement for Chickamauga would have to be as time permits.

**Appendix F: Pollution Prevention/ Good Housekeeping for Municipal Operations**

40 CFR Part 122.34(b)(6) Requirement: You must develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.

There will be no services provided for this minimum control measure.

The contract will be reviewed and renewed annually. At any point, either party may choose to abandon this contract by giving a 30-day notice in writing to the other party.

Printed Name: **Bebe Heiskell**

Signature: *Bebe Heiskell*

Title: **Sole County Commissioner**

Date: 9-28-06

Printed Name: **Ray Crowder**

Signature: *Ray Crowder*

Title: **Mayor**

Date: 10-2-06



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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 COUNTY

Service: *Vehicle Registration*

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Walker County**

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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this 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.

**SDS FORM 2, continued**

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Walker County	General Fund, User Fees

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

None

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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: **Kelia Kimbell**

Phone number: **706-638-4048**

Date completed: 01/23/2012

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:

**BEBE HEISKELL, COUNTY COMMISSIONER 706-638-1437**



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: WALKER COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHICKAMAUGA</u>	Mayor	Ray Crowder	<i>Ray Crowder</i>	2-27-12
<u>FORT OGLETHORPE</u>	Mayor	Lynn Long	<i>Lynn Long</i>	2/29/12
<u>LAFAYETTE</u>	Mayor	Neal Florence	<i>Neal Florence</i>	2/20/12
<u>LOOKOUT MOUNTAIN</u>	Mayor	Bill Glascock	<i>Bill Glascock</i>	2/27/12
<u>ROSSVILLE</u>	Mayor	Teddy Harris	<i>Teddy Harris</i>	02/24/12
<u>WALKER COUNTY</u>	Commissioner	Bebe Heiskell	<i>Bebe Heiskell</i>	2/24/12

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SO AGREED this 5th day of April, 1999.

WALKER COUNTY, GEORGIA

By: Buddy L. Chapman  
SOLE COMMISSIONER

ATTEST: Richard H. [Signature]  
CLERK

(SEAL)

CITY OF CHICKAMAUGA, GEORGIA

By: Ray [Signature]  
MAYOR

ATTEST: James Ramsey  
CLERK

(SEAL)

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

RESOLUTION 98-14  
SERVICE DELIVERY STRATEGY  
WALKER COUNTY  
FORT OGLETHORPE

**WHEREAS:**

The city(s) of Fort Oglethorpe, Georgia and Walker County. County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities,<sup>1</sup> the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

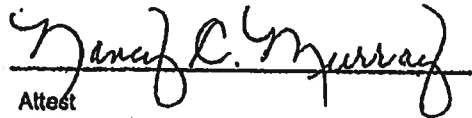
Within 30 working days<sup>2</sup> following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation.<sup>3</sup> If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s)<sup>4</sup>, the city will respond to the county in writing within 30 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.<sup>5</sup>

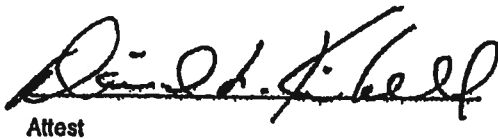
4. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation.<sup>6</sup> The city and county agree to share equally any costs associated with the mediation.<sup>7</sup>
5. If no resolution of the county's *bona fide*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

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

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

  
Attest

  
Authorized Representative of City Government

  
Attest

  
Authorized Representative of County Government



## **MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<sup>1</sup> Members of the Board of Annexation Appeals may not be an elected official, staff member or employee of the County or City.

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

SO AGREED this 8th day of June, 1998.

WALKER COUNTY, GEORGIA

BY: Bruce S. Chason  
SOLE COMMISSIONER

ATTEST: Paul D. Timber  
CLERK

(SEAL)

CITY OF LAFAYETTE, GEORGIA

BY: Anthony D. Zumb  
MAYOR Pro-Tam

ATTEST: Mary Humphrey  
CLERK

(SEAL)

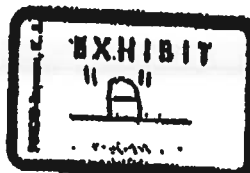
**SERVICE DELIVERY STRATEGY  
DISPUTE RESOLUTION PROCESS  
UNDER O.C.G.A. 36-70-24(4)(c))**

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, 1988.

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

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

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



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

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

5. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments.

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

*Robert C. [Signature]*  
Attest City Clerk

*W.S. [Signature]*  
Authorized Representative of City Government

*Dani [Signature]*  
Attest Clerk

*Buddy R. [Signature]*  
Authorized Representative of County Government