

Verified

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR Haralson COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Haralson County	Haralson County Water Authority	Buchanan Housing Authority
Bremen	West Georgia Airport Authority	Haralson Co. Development Authority
Buchanan	Bremen Housing Authority	Bremen Development Authority
Tallapoosa	Haralson Co. Solid Waste Management Authority	Tallapoosa Housing Authority
Waco	Tallapoosa Judicial Circuit Drug Task Force	West Georgia Library System

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Airport	Fire Protection	Public Transportation
Cemetery	Gas Utility	Public Works
Code Enforcement/Building Codes	Indigent Defense	Road/Street Construction/Maintenance
Courts (Superior, Juvenile, Probate, Magistrate)	Jail	Senior Citizen Center
Courts (Municipal)	Law Enforcement	Sewerage Collection/Disposal
Cultural Programs	Library	Social Services
2 Drug Task Force	Museum	Solid Waste Collection
Economic Development	Parks & Recreation	Solid Waste Disposal
Elections	Planning & Zoning	Tax Assessment
Emergency Management Agency	Public Health	Tourism
Emergency Medical & Rescue Services	Public Housing	Water Supply/Distribution
Extension Service		

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

Instructions:

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

County: Haralson 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.)
West Georgia Regional Airport/Haralson & Carroll Counties
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Haralson County (WGRA Authority)	General Fund, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
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: Dennis Dutton
Phone number: (706)295-6485 Date completed: Sept 30, 1999

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No
If not, provide designated contact person(s) and phone number(s) below:
Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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County: Haralson 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.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

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

Local Government or Authority:	Funding Method:
Bremen	General Fund, Fees
Buchanan	General Fund, Fees
Tallapoosa	General Fund, Fees
Waco	General Fund, Fees

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

None

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

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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County: Haralson Service: Code Enforcement/Building Codes

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.)
Haralson Co. serves unincorporated areas and contracts with Waco. Buchanan and Tallapoosa provide their own Building Inspections/Code Enforcement. Bremen is contracted with Carroll County for inspections.

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

- Yes No

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund, Fees
Bremen	Fees
Buchanan	Fees
Tallapoosa	Fees
Waco	Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Contract for Multi-Jurisdictional Code Services	Haralson Co./Tallapoosa/Waco	9/9/85-yearly automatic renewal, unless notified 60 days prior
Contract for Multi-Jurisdictional Code Services	Bremen/Carroll Co.	NA

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: Dennis Dutton
Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

**SERVICE DELIVERY STRATEGY
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County: Haralson Service: Courts (Superior, Juvenile, Probate, Magistrate)

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

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Haralson County	General Fund, Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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County: Haralson 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.)
Haralson Co. (Tallapoosa Judicial Circuit Drug Task Force)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Haralson Co.	General Fund, Grants
Bremen	General Fund, COPS Grant

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Tallapoosa Judicial Circuit Drug Task Force	Haralson/Carroll/Paulding Counties	
	Haralson Co./Bremen	7/15/99-no end date

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

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County: Haralson Service: Courts (Municipal)

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

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

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

- Yes No

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

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

Local Government or Authority:	Funding Method:
Bremen	General Fund, Fees
Buchanan	General Fund, Fees
Tallapoosa	General Fund, Fees

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

None

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

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

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

None

7. Person completing form: Dennis Dutton
 Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

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County: Haralson

Service: Cultural Programs

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

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

Local Government or Authority:

Funding Method:

Tallapoosa	General Fund, Donations

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

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County: Haralson 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.)
Haralson Co. (Tallapoosa Judicial Circuit Drug Task Force)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
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Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Haralson Co.	General Fund, Grants
Bremen	General Fund, COPS Grant

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Tallapoosa Judicial Circuit Drug Task Force	Haralson/Carroll/Paulding Counties	
	Haralson Co./Bremen	7/15/99-no end date

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

None

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Phone number: (706)295-6485

Date completed: Sept 30, 1999

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TALLAPOOSA JUDICIAL CIRCUIT DRUG TASK FORCE

P.O. Box 279
Buchanan, GA 30113

(770) 646-9175
Fax (770) 646-9352

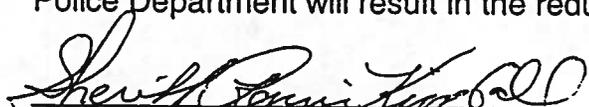
July 15, 1999

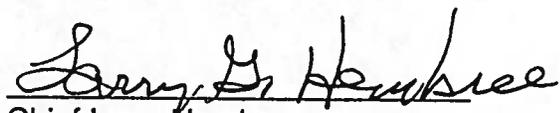
AGREEMENT

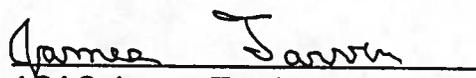
In an effort to enhance drug enforcement activities within the city of Bremen and Haralson County, the Bremen Police Department agrees to assign Officer Keith Pesnell to the Tallapoosa Judicial Circuit Drug Task Force. Bremen Police Chief, Larry Hembree, representing the Bremen Police Department and Assistant Special Agent in Charge, James Tarvin, of the Georgia Bureau of Investigation, representing the Tallapoosa Judicial Circuit Drug Task Force, agree to the following:

1. Chief Larry Hembree will assume a position on the Control Board of the Tallapoosa Judicial Circuit Drug Task Force, which oversees the operation of the task force. Other individuals that are currently members of the board are as follows:
 - a. Sheriff Ronnie Kimball, Haralson County
 - b. Sheriff Bruce Harris, Paulding County
 - c. James Osborne, District Attorney
 - d. Charlie Johnson, GBI, SAC
 - e. James Tarvin, GBI, ASAC
2. Officer Pesnell will report and be supervised on a daily basis by ASAC James Tarvin.
3. Officer Pesnell will agree to abide by the policies and directives of the Tallapoosa Judicial Circuit Drug Task Force as long as they are not in conflict with those of the Bremen Police Department.
4. The Tallapoosa Judicial Circuit Drug Task Force will be responsible to see that Officer Pesnell will obtain his Peace Officers Standard and Training hours each year and will qualify with his assigned handguns.
5. The Tallapoosa Judicial Circuit Drug Task Force will provide Officer Pesnell with a vehicle to drive and the Bremen Police Department agrees to insure the vehicle and maintain maintenance during Officer Pesnell's tenure.

By entering into this agreement, the parties hope that the involvement of the Bremen Police Department will result in the reduction of drug activity in our community.


Sheriff Ronnie Kimball, Chairman


Chief Larry Hembree


ASAC James Tarvin

Contract for Multi-Jursidictional Codes Services

THIS AGREEMENT, made and entered into this 3rd day of October, 1985, between the COUNTY Haralson, a body corporate and politic and a political subdivision of the State of Georgia, hereinafter some times referred to as "County", and CITY OF Buchanan, hereinafter sometimes referred to as the "City";

WHEREAS, the City is desirous of procuring services from the County to enable performance within the City of functions performed by the License and Permit Department in unincorporated territory; and

WHEREAS, both parties hereto are authorized to so contract by virtue of the provisions of No. 515 (House Bill 600) of the Acts of the General Assembly of Georgia (1961);

NOW, THEREFORE, it is agreed as followed:

1. County agrees, through its License and Permit Department, to perform within the City all functions performed by said Division in the unincorporated territory of the County which are applicable to the City. County through its License and Permit Department may do additional work related to inspection of structures, when requested to do so in writing by the City.
2. County agrees to enforce within the City all the provisions of the Building Code, Plumbing Code, and Electrical Code of said City and to make all inspections and to issue all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribed in such ordinances including the determination of those matters placed within the jurisdiction of the Board of Appeals by such ordinances and the furnishing of the evidence necessary in any prosecution under ordinances. In performing such work, the officers of the County assigned thereto shall have the powers and duties of Building Inspectors of the City.
3. County agrees to furnish required furniture, equipment, and forms necessary for operation. Any equipment or furniture provided by County shall remain the property of the County. The extent and manner of equipping and furnishing are to be determined by the County.

4. City Agrees to pay County for assessments for expenditures of County Department of License and Permits. Said assessments to the participating municipalities shall be pro rated on latest census. City agrees to pay County within said 60 days, and deficit between Count expenditures for services and total fees collected.

"Expenditures" for services for purposes of this agreement shall be the entire cost to said County of performing each such function, including direct costs and a pro rate of indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. County shall annually determine the costs for services applicable to the next ensuing fiscal year and shall notify City of such rate in writing no later than June 1st of each year.

5. This contract shall become effective on October 3, 1985 and shall continue in full force and effect until terminated as provided in (6) hereof, this agreement shall be automatically renewed from year to year for successive one (1) year periods thereafter.
6. This contract may be terminated at the end of any term thereof by City or County giving a written notification of such intention to terminate to the other party before the expiration of the initial period or any succeeding one-year period. This contract may in the sole discretion of the County be sooner terminated at any time that City fails to enact and maintain in full force and effect a Building Code, a Plumbing Code, and an Electrical Code identical in all material respects with the corresponding codes now in force in the County, or should City fail to adopt and maintain an ordinance establishing standards for tradesmen plying their trades within said City equal to the standards prescribed by ordinance for tradesmen within the County, or in event the City refuses to accept as evidence of qualification the County's certificate thereof.

Further, in the sole and exclusive discretion of the County, this contract may be terminated by County if City does not enact amendments to said codes or ordinances corresponding to amendments to paralleling County codes and ordinances adopted by the Governing Authority, said City to so adopt within 60 days after being requested to do so by the County. The License and Permits Department, acting in behalf of the County, may use discretion with respect to recommending paralleling amendments and may waive the requirement of such an enactment by City should such Department deem it appropriate under the circumstances.

Should either party hereto be in default hereunder, the nondefaulting party shall give written notice of such default; and should such default not be corrected within 30 days after the mailing of notice thereof, this contract may be terminated by the nondefaulting party by giving written notice thereof.

IN WITNESS WHEREOF, the said County has by order of its Governing Authority caused these presents to be subscribed by the Commissioner, and the seal of Haralson County to be affixed and attested by the Clerk thereof, and the said City has caused these presents to be subscribed by its Mayor and the seal of said City to be affixed and attested by the Clerk thereof this 3rd day of October, 1985.

CITY OF Buchanan

ATTEST:

Vivian M. Holcombe
City Clerk
Vivian Holcombe

BY Evelyn S. Wade
Mayor, Evelyn S. Wade

COUNTY Haralson

ATTEST:

Charlene Smith
County Clerk
Charlene Smith

BY James M. Davenport
Commissioner
James M. Davenport

Contract for Multi-Jursidáctional Codes Services

THIS AGREEMENT, made and entered into this 9th day of September, 1985, between the COUNTY Haralson, a body corporate and politic and a political subdivision of the State of Georgia, hereinafter some times referred to as "County", and CITY OF Tallapoosa, hereinafter sometimes referred to as the "City";

WHEREAS, the City is desirous of procuring services from the County to enable performance within the City of functions performed by the License and Permit Department in unincorporated territory; and

WHEREAS, the County through said Department is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to so contract by virtue of the provisions of No. 515 (House Bill 600) of the Acts of the General Assembly of Georgia (1961);

NOW, THEREFORE, it is agreed as followed:

1. County agrees, through its License and Permit Department, to perform within the City all functions performed by said Division in the unincorporated territory of the County which are applicable to the City. County through its License and Permit Department may do additional work related to inspection of structures, when requested to do so in writing by the City.
2. County agrees to enforce within the City all the provisions of the Building Code, Plumbing Code, and Electrical Code of said City and to make all inspections and to issue all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribed in such ordinances including the determination of those matters placed within the jurisdiction of the Board of Appeals by such ordinances and the furnishing of the evidence necessary in any prosecution under ordinances. In performing such work, the officers of the County assigned thereto shall have the powers and duties of Building Inspectors of the City.

3. County agrees to furnish required furniture, equipment, and forms necessary for operation. Any equipment or furniture provided by County shall remain the property of the County. The extent and manner of equipping and furnishing are to be determined by the county.
4. City agrees to pay County for assessments for expenditures of County Department of License and Permits. Said assessments to the participating municipalities shall be pro rated on latest census. City agrees to pay County within said 60 day any deficit between County expenditures for services and total fees collected.

"Expenditures" for services for purposes of this agreement shall be the entire cost to said County of performing each such function, including direct costs and a prorate of indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. County shall annually determine the costs for services applicable to the next ensuing fiscal year and shall notify City of such rate in writing no later than June 1st of each year.

5. This contract shall become effective on September 9, 1985 and shall continue in full force and effect until terminated as provided in (6) hereof, this agreement shall be automatically renewed from year to year for successive one (1) year periods thereafter.
6. This contract may be terminated at the end of any term thereof by City or County giving a written notification of such intention to terminate to the other party before the expiration of the initial period or any succeeding one-year period. This contract may in the sole discretion of the County be sooner terminated at any time that City fails to enact and maintain in full force and effect a Building Code, a Plumber Code, and an Electrical Code identical in all material respects with the corresponding codes now in force in the County or should City fail to adopt and maintain an ordinance establishing standards for tradesmen plying their trades within said City equal to the standards prescribed by ordinance for tradesmen within the County, or in event the City refuses to accept as evidence of qualification the County's certificate thereof.

Further, in the sole and exclusive discretion of the County, this contract may be terminated by County if City does not enact amendments to said codes or ordinances corresponding to amendments to paralleling County codes and ordinances adopted by the Governing Authority, said City to so adopt within 60 days after being requested to do so by the County. The License and Permits Department, acting in behalf of the County, may use discretion with respect to recommending paralleling amendments and may waive the requirement of such an enactment by City should such Department deem it appropriate under the circumstances.

IN WITNESS WHEREOF, the said County has by order of its
Governing Authority caused these presents to be subscribed
by the Commissioner, and the seal of Haralson County to be
affixed and attested by the Clerk thereof, and the said
City has caused these presents to be subscribed by its Mayor
and the seal of said City to be affixed and attested by the
Clerk thereof this 9th day of September,
1985.

CITY OF TALLAPOOSA

ATTEST:

Philip E. [Signature]
City Clerk

BY James [Signature]
Mayor

COUNTY Haralson

ATTEST:

Charlene C. Smith
County Clerk

BY James M. [Signature]
Commissioner

Should either party hereto be in default hereunder, the nondefaulting party shall give written notice of such default and should such default not be corrected within 30 days after the mailing of notice thereof, this contract may be terminated by the nondefaulting party by giving written notice thereof.

3. County agrees to furnish required furniture, equipment, and forms necessary for operation. Any equipment or furniture provided by County shall remain the property of the County. The extent and manner of equipping and furnishing are to be determined by the county.
4. City agrees to pay County for assessments for expenditures of County Department of License and Permits. Said assessments to the participating municipalities shall be pro rated on latest census. City agrees to pay County within said 60 days, any deficit between County expenditures for services and total fees collected.

"Expenditures" for services for purposes of this agreement shall be the entire cost to said County of performing each such function, including direct costs and a prorate of indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. County shall annually determine the costs for services applicable to the next ensuing fiscal year and shall notify City of such rate in writing no later than June 1st of each year.

5. This contract shall become effective on SEPTEMBER 9th and shall continue in full force and effect until terminated as provided in (6) hereof, this agreement shall be automatically renewed from year to year for successive one (1) year periods thereafter.
6. This contract may be terminated at the end of any term thereof by City or County giving a written notification of such intention to terminate to the other party before the expiration of the initial period or any succeeding one-year period. This contract may in the sole discretion of the County be sooner terminated at any time that City fails to enact and maintain in full force and effect a Building Code, a Plumbing Code, and an Electrical Code identical in all material respects with the corresponding codes now in force in the County, or should City fail to adopt and maintain an ordinance establishing standards for tradesmen plying their trades within said City equal to the standards prescribed by ordinance for tradesmen within the County, or in event the City refuses to accept as evidence of qualification the County's certificate thereof.

Further, in the sole and exclusive discretion of the County, this contract may be terminated by County if City does not enact amendments to said codes or ordinances corresponding to amendments to paralleling County codes and ordinances adopted by the Governing Authority, said City to so adopt within 60 days after being requested to do so by the County. The License and Permits Department, acting in behalf of the County, may use discretion with respect to recommending paralleling amendments and may waive the requirement of such an enactment by City should such Department deem it appropriate under the circumstances.

IN WITNESS WHEREOF, the said County has by order of its
Governing Authority caused these presents to be subscribed
by the Commissioner, and the seal of Haralson County to be
affixed and attested by the Clerk thereof, and the said
City has caused these presents to be subscribed by its Mayor
and the seal of said City to be affixed and attested by the
Clerk thereof this 9th day of SEPTEMBER,
1985.

ATTEST:

Samuel R. Ash
City Clerk

CITY OF *Acworth*

BY *Richard H. Wheeler*

Mayor

COUNTY *Haralson*

ATTEST:

Charlene C. Smith
County Clerk

BY *Jameson D. Davenport*

Commissioner

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

Instructions:

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

County: Haralson 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.)
Haralson Co. Development Authority serves entire county. Bremen Development Authority serves Bremen and Tallapoosa.

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Haralson Co. Development Authority	General Fund
Bremen Development Authority	General Fund, Proceeds from Sale of Property
Tallapoosa	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Haralson County Development Authority	Haralson Co./Bremen/Buchanan/Tallapoosa/Waco	
Bremen Development Authority	Bremen/Tallapoosa	

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: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Haralson Service: Elections

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.)
 Haralson Co. serves entire county and each city provides service within their respective municipalities.

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Haralson County	General Fund, Qualifying Fees
Bremen	General Fund, Qualifying Fees
Buchanan	General Fund, Qualifying Fees
Tallapoosa	General Fund, Qualifying Fees
Waco	General Fund, Qualifying Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Emergency Management Agency

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.) Haralson Co. serves the unincorporated and incorporated areas of the county through EMS and the recently approved E-911 communications facility. Bremen and Tallapoosa provide an additional local independent EMS person through their fire departments.

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

- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Haralson County	General Fund, State, SPLOST
Bremen	General Fund, SPLOST
Buchanan	General Fund, SPLOST
Tallapoosa	General Fund, SPLOST
Waco	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:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Emergency Medical & Rescue 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.)
Haralson Co. has a private contractor -Ambucare.
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Haralson County	General Fund (\$170,000 per year)

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Ambucare Verbal Agreement	Haralson Co./the Cities/Abucare	NA

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: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson 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.) Haralson Co. provides fire protection for all unincorporated areas of the county. The cities provide fire protection for their municipalities. The cities and county have a mutual aid agreement as backup for potential disasters or additional responses.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

Haralson County and the Cities of Bremen and Tallapoosa provide mutual aid back-up for specific fire protection zones. The fire zones are located adjacent to the respective city and outside their municipal boundaries. The current fire zone map delineates coverage areas and responsibilities.

Haralson County and the Cities of Bremen, Buchanan, Tallapoosa and Waco have mutually agreed to establish a study group to determine the feasibility of establishing Fire Districts in Haralson county. The feasibility study must address implementation and out-year costs. The deadline for the study review is September 1, 2004.

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Haralson County	General Fund, SPLOST
Bremen	General Fund, SPLOST
Buchanan	General Fund, SPLOST
Tallapoosa	General Fund, Haralson County
Waco	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:

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Mutual Aid Agreement	Haralson Co./Bremen/Tallapoosa	

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: Dennis Dutton

Phone number: (706)295-6485

Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Extension Service

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

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

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

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Haralson Service: Gas Utility

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.)
Tallapoosa serves the city and some areas outside the city limits.

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority:	Funding Method:
Tallapoosa	Gas Revenues

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Indigent Defense

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

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

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Haralson County	General Fund, Fees
Bremen	General Fund, Fees
Buchanan	General Fund, Fees
Tallapoosa	General Fund, Fees
Waco	General Fund, Fees

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Contract & Agreement of the Haralson County Dentention Facility	Tallapoosa/Buchanan/Haralson Co.	12/11/86-Written notice of termination (90days)

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

GEORGIA, HARALSON COUNTY;

AGREEMENT, made this 11th day of December, 1986, between and among HARALSON COUNTY, a political subdivision of the State of Georgia, hereinafter called the "the County", THE CITY OF BUCHANAN, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "the City", and the SHERIFF OF HARALSON COUNTY, hereinafter called "the Sheriff".

WITNESSETH:

WHEREAS, the City does not maintain a jail ; and

WHEREAS, the City desires to contract with the County to house its inmates; and

WHEREAS, the County recently constructed a detention facility that complies with State laws and is operated in accordance with State and local laws, standards, policies and procedures; and

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

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

WHEREAS, the City desires to contract with the County for the detention of persons charged with or convicted of violation of the laws and ordinances of the City; violation of criminal laws of the State relating to traffic as tried by the Municipal Court, or held as material witnesses or for detention.

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

1.

INTENT. It is the intent of this agreement that, in pursuance of law enforcement in and for Buchanan and Haralson County, the County and the Sheriff will accept and house inmates for the City.

2.

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

(a) "The County" shall mean Haralson County.

- (b) "The City" shall mean the City of Buchanan.
- (c) "The Commissioner" shall mean the sole commissioner of Haralson County, Georgia.
- (d) "City Manager" shall mean the administrative head of the city government.
- (e) "Jail" shall mean the Haralson County Detention Facility, located at the corner of Park Heights and Holly Street in Buchanan, Georgia.
- (f) "Inmate" means a person who is detained in the jail by reason of being charged or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- (g) "Jail Officer in Charge" means the Sheriff of Haralson County, or the person designated by him to have supervision of the Jail.
- (h) "Municipal Court" means the Court established by the City with jurisdiction to try all violations of the laws and ordinances of the City.
- (i) "Municipal Court Judge" means the Judge designated by the City to preside over the Buchanan Municipal Court.
- (j) "City Duty Officer" means the City police officer so designated by the Buchanan Chief of Police for each working shift at the City Police Department.
- (k) "On Site Medical" means the same medical care and services provided at the jail for inmates detained by Haralson County.
- (l) "Emergency Medical" means medical care and services provided inmates outside the jail, including the transportation and security for the inmates.
- (m) "Extended Medical" means medical care and services provided inmates outside the Jail in medical facilities for extended periods, including transportation and security for the inmates.
- (n) "Standard Medical Supplies" includes aspirin, band-aid, and similar (non-prescription) materials found in a standard first-aid kit.
- (o) "Special Medical Supplies" means those supplies and drugs required required for inmates with epilepsy, diabetes or other special medical problems.
- (p) "Sheriff" is the Jailer of Haralson County, Georgia.
- (q) "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 12:00 midnight.

3.

TERM. This Agreement shall commence on 12-11, 1986, at 12:00 AM, and shall terminate on 12-31, 1988, at 12:00 PM.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into its Jail such inmates as the City may request. The Sheriff shall accept the City inmates into the jail and provide for the secure custody, care and safekeeping of such inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

OBLIGATIONS OF CITY. The city agrees to transport its inmates to the jail and release them to the custody of the Jail Officer in Charge. In addition to the usual information obtained and records maintained with respect to the inmates detained by Haralson County, the Sheriff shall keep a record of all persons committed to the jail by the City, which record shall contain the name of the person committed, the age, sex, race, under what process committed, the date of commitment to jail, the date of discharge, and under what order discharged. The Sheriff shall keep this record book on file in his office. Transportation of inmates to and from the jail to municipal or to the City Police Department shall be performed by members of the Buchanan Police Department and the expense of same shall be borne by the City. Removal and return of the same inmate in a four (4) hour period by the City shall not constitute a new admission.

6.

SUPERVISION BY SHERIFF. All inmates delivered to the jail by the City shall be under the direct supervision and control of the Sheriff and the City agrees that the Sheriff shall compute the maximum "good time" allowance for City inmates the same as for County inmates and that conversion of the computation of the City inmates from earned time governed sentences shall be made by the Sheriff according to State law and the City agrees to be bound by such determination.

7.

RELEASE OF INMATES. The County agrees to release City inmates only to City police officers designated by the city duty officer when the city duty officer cannot pick up inmate himself. The City authorizes its City duty officer to designate to the Sheriff ~~and~~ early release date for any city inmate, based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any City inmate upon written order directed to the Sheriff.

8.

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

9.

COSTS ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the City inmates and the County and the Sheriff shall furnish them food, clothing, on site and emergency medical treatment, and standard medical supplies. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for special medical supplies, dental services, emergency medical, and extended medical for non-city inmates, the City shall pay for such services for its inmates and shall provide transportation and security required for its inmates. To the same extent, if there are costs for reasonable and necessary follow-up medical or hospital care rendered to its inmates as a result of the initial emergency care and treatment, the City shall bear the same.

10.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that all persons detained by the City of Buchanan Police Department for interrogation or detention pending completion of criminal charges shall be considered City inmates and chargeable to the City until released or booked on violation of State or Federal charges.

11.

PAYMENTS BY CITY. The City shall pay to the Sheriff the sum of Twenty Dollars (\$20.00) per inmate per inmate day for each and every day the inmate is housed. The Sheriff shall bill the City for each inmate day provided on a monthly basis. Monthly billing shall list each City inmate, the specific dates of confinement for each, and the total days to be reimbursed, the agreed upon rate per day and the total amount billed (total days multiplied by rate per day). The bill shall be submitted to the City on or before the fifth day of each month and payment shall be due and payable on or before the tenth day of the month. All bills not paid by the fifteenth day of the month shall automatically bear a late charge in the amount of one percent (1%) per month for each delinquent month.

12.

PAYMENT OF OTHER INMATE RELATED EXPENSES. All drug, medical, x-ray, hospital, dental, and any other expenses incurred by the County on behalf of a City inmate will be billed separately by the provider of said services to Buchanan City and the City agrees to pay same promptly upon submission of the bill by the provider.

13.

CHANGE OF INMATE PER DIEM RATE. The per day inmate rate provided for in paragraph 11 of this Agreement shall be the basic daily rate during the life of this agreement; however, the same may be increased or decreased on an annual basis at any time after the first year of this Agreement by either party giving to the other party by October 1 of each year written notice that it desires to renegotiate the per diem rate. All rate changes shall be negotiated by the Sheriff, the ~~Jail Administrator~~ ^{Commissioner E.S.W. - JMS}, and appropriate administrative personnel for the City. Such changes shall take into consideration the actual cost associated with the housing of all inmates during the last annual accounting period, together with all increased costs resulting from court ordered mandates or increased standards in State or local laws, or in policies and procedures applicable to the operation of the Jail. In evaluating the increase or decrease in the basic daily charge, the parties may consider any criteria they deem reasonable and necessary to justify such change. The rate shall be negotiated not more than once per year, after the Agreement has been effective for one (1) year; however, all increased costs resulting from court ordered mandates or increased standards in state or local laws, or in policies and procedures applicable to the operation of the jail, shall be documented by the County, furnished to the City, and consideration of an increase in per diem rates because of these increased costs shall be given immediately and any determination of an increased rate shall be effective immediately. Each party agrees to provide to the other such cost information as may be required to make a reasonable and intelligent decision regarding such rate modification.

14.

PAPERWORK TO BE FURNISHED BY CITY. The city duty officer will furnish to the county booking officer at the time an inmate is delivered to the Jail, a copy of the FBI rap sheet, and a copy of a legal arrest document (warrant or ticket) for all City inmates housed at the Jail.

15.

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

16.

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

As to the County: Sheriff of Haralson County
 P.O. Box 309
 Buchanan, Georgia 30113

As to the City: Mayor of Buchanan
 City Hall
 Buchanan, Georgia 30113

17.

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

18.

MUTUAL COOPERATION. In the event of any claim or litigation against the parties, or of them, or their respective employees and officials, arising out of the undertaking of this Agreement, the parties shall cooperate and mutually support each other in the vigorous defense of any such claim or action.

19.

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

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

ATTEST:

THE CITY OF BUCHANAN, GEORGIA

Vivian M. Holcombe
Clerk, City of Buchanan

BY: Calvin S. Wade (SEAL)
Mayor of Buchanan



ATTEST:

HARALSON COUNTY, GEORGIA

Charles C. Smith
Clerk, Office of the Commissioner of
Haralson County

BY: James M. Davenport (SEAL)
Commissioner, Haralson County,
Georgia



Danny Davis
WITNESS, Jail Administrator
Haralson County Detention Facility

Scott Roberts Sr. (SEAL)
Sheriff, Haralson County, Georgia

**INTERGOVERNMENTAL CONTRACT PURSUANT TO
O.C.G.A SECTION 15-21-90 BETWEEN THE
MAYOR AND CITY COUNCIL OF TALLAPOOSA, GEORGIA
AND THE SHERIFF, HARALSON COUNTY GEORGIA**

WHEREAS, the City Tallapoosa, Georgia, a Municipal Corporation (hereinafter referred to as "City"); Haralson County, Georgia, a Political Subdivision of the State of Georgia (hereinafter referred to as "County"); and the Sheriff, Haralson County, Georgia (hereinafter referred to as "Sheriff") are considering a contractual agreement, providing for the joint use of the Haralson County Detention Facility and in particular the housing of City prisoners therein; and

WHEREAS, a county jail facility has been constructed in Haralson County, Georgia; and

WHEREAS, there is ample area in said facility for the appropriate housing of prisoners; and

WHEREAS, these parties are desirous of entering into an agreement so that municipal prisoners of the City may be housed in the County jail facility;

NOW, THEREFORE, for and in consideration of the mutual promises and benefits flowing between these parties, they do agree as follows:

1.

INTENT. It is the intent of this agreement to provide for the best circumstances to the citizens of this area or other family members, when they are required to be incarcerated, and to provide that, in furtherance thereof, the County and the Sheriff will accept and house those inmates for the City.

2.

DEFINITIONS. As used throughout this agreement, the following terms shall have the meaning set forth below:

(a) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court of the of the City of Tallapoosa, Georgia, has jurisdiction.

(b) "Jail Officer in Charge" means the Sheriff of Haralson County, or the person designated by him to have supervision of the jail.

(c) "Jail" is the Haralson County Detention Facility, Buchanan, Georgia.

(d) "Municipal Court" is the Municipal Court of the City of Tallapoosa, Georgia.

(e) "Inmate Day" means all or any part of one calendar day beginning at 12:00 midnight and ending at 12:00 midnight.

3.

TERM. This agreement shall commence on the 14 day of October, 1997 at 12:00 o'clock a.m. It shall continue on an annual basis, being automatically renewed by operation of this agreement on January 1 of each successive year commencing with the year 1998, at 12:00 o'clock a.m. Any party to this agreement shall have the right to terminate the agreement by giving six (6) months, one hundred eighty (180) days, written advance notice to the other parties of their intention to terminate the agreement and the date (beyond 180 days) of such termination. Unless so

terminated, this agreement shall remain in full force and effect from year to year.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into its jail such inmates as the City may request. The Sheriff shall accept the City inmates into the jail and provide for the secure custody, care and safekeeping of such inmates in accordance with federal, state and local laws, standards, policies and procedures applicable to the operation of the jail.

5.

THE CITY AGREES:

1. To impose and collect an additional penalty of ten percent (10%) of the original fine for each offense against the criminal or traffic laws of this state or any ordinance of the municipality when such cases are tried in the Municipal Court of the City of Tallapoosa, Georgia.

2. To impose and collect an additional sum equal to 10% of the original amount of any bail or bond posted, in any case involving a violation of the criminal or traffic laws of this state or violation of an ordinance of the City of Tallapoosa.

3. To remit the sums collected pursuant to paragraphs 1 and 2 above to the governing authority of Haralson County on the tenth day of the month following the month in which such sums are collected.

4. That all rules and regulations legally constituted and adopted by the Sheriff shall be applicable to City inmates and the Sheriff is granted the authority to enforce same, including the right to work inmates within the confines of the jail and allow City inmates to serve as trustees.

5. That all persons detained by the City for interrogation or detention pending completion of criminal charges shall be considered City inmates.

THE COUNTY AGREES:

1. That the Resolution of October 13, 1997 (date), imposing the collection of additional penalties on fines, bails and bonds in cases arising out of the Municipal Court of the City, shall terminate on the date this contract is terminated.

2. To segregate from other county funds the revenues received from the City pursuant to this contract and to place such funds in a County Jail Fund as required by O.C.G.A. Section 15-21-94 for the sole purpose of applying said funds to the city's share of operating costs as provided for in the October 13, 1997 (date) Resolution.

THE SHERIFF AGREES:

1. That in addition to the usual information obtained and records maintained with respect to inmates detained in Haralson County, he shall keep a record of all persons committed to the jail by the City, which record shall contain the name of the person committed, the age, sex, race, under what process committed, the date of commitment to jail, the date of discharge and under what

order discharged, with said record to be maintained in his office and available for inspection to the City or its designee.

2. All inmates delivered to the jail by the City shall be under the direct supervision and control of the Sheriff and the City agrees that the Sheriff shall compute the maximum "good time allowance" for City inmates the same as for County inmates and that conversion of the computation of the City inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law and the City agrees to be bound by such determination.

3. To release City inmates only to City Police Officers. The Judge of the Municipal Court may terminate the sentence of any City inmate upon written order directed to the Sheriff.

4. That he shall maintain physical custody of the City inmates and shall furnish them all food, clothing, on site and emergency medical treatment standard medical supplies, special medical supplies, dental services, emergency medical and extended medical services as required, subject to reimbursement as provided for at O.C.G.A. § 42-4-50.

5. That transportation of inmates to and from the jail to and from Municipal Court or to the City Police Department shall be performed by the Sheriff, or his officers.

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

As to the County:

Amos Sparks, The Commissioner
of Roads and Revenue
P. O. Box 489
Buchanan, Georgia 30113

As to the City:

Philip Eidson, City Manager
City of Tallapoosa
25 East Alabama Street
Tallapoosa, Georgia 30176

As to the Sheriff:

Ronnie Kimball, Sheriff
309 Holly Street
Buchanan, Georgia 30113

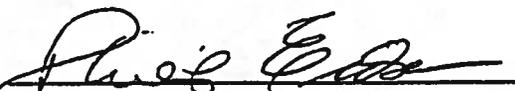
AMENDMENT. This agreement cannot be amended, modified, changed, discharged or terminated except by a written amendment signed by the parties under proper authority.

MUTUAL COOPERATION. In the event of any claim or litigation against the parties, or of them, or their respective employees and officials, arising out of the undertaking of this agreement, the parties shall cooperate and mutually support each other in the vigorous defense of any such claim or action.

FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect. This agreement shall be construed as an agreement for the exchange or cooperation in the sharing of services with regard to the housing of inmates and shall be, unless terminated as provided for herein, a continuing agreement and obligation of the respective parties hereto and their successors in office.

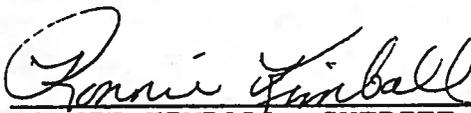
EXECUTED IN DUPLICATE on this 16 day of
March, 1999, pursuant to individual Resolutions
adopted by the respective parties.

CITY OF TALLAPOOSA, GEORGIA

BY:  (SEAL)

ATTEST: _____ (SEAL)

 3-16-99 (SEAL)
AMOS SPARKS, THE COMMISSIONER OF
ROADS AND REVENUE, HARALSON COUNTY,
GEORGIA

 (SEAL)
RONNIE KIMBALL, SHERIFF
HARALSON COUNTY, GEORGIA

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

PAGE 2

Instructions:

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

County: Haralson Service: Law Enforcement

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
The Haralson Co. Sheriff's Department serves unincorporated and incorporated areas of the county. Bremen, Buchanan, and Tallapoosa have their own municipal police department respectively.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

By the State of Georgia Constitution, the Office of Sheriff in each county has jurisdiction for jails and courts in the cities and counties. The benefits of additional police protection outweighs any petty thoughts of overlapping services.

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

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

Local Government or Authority:

Funding Method:

Haralson County	General Fund, Fines, Grants
Bremen	General Fund, Fines, Grants
Buchanan	General Fund, Fines, Grants
Tallapoosa	General Fund, Fines, Grants
Waco	General Fund, Fines, Grants

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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: Dennis Dutton

Phone number: (706)295-6485

Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Library

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- 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.)
Bremen and Tallapoosa provide service within and outside their municipalities. Haralson Co. contributes to West Georgia Regional Library System.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

The Cities of Bremen and Tallapoosa provide library services to residents within and outside their municipal boundaries. Both libraries are part of the West Georgia Regional Library System.

Haralson County provides funds to the west Georgia Regional Library System in support of residents from the unincorporated areas that use the library system.

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

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

Local Government or Authority:	Funding Method:
Haralson County	General Fund
Bremen	General Fund, Fines, State
Tallapoosa	General Fund, 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:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
West GA Regional Library Board	Carroll/Douglas/Haralson/Heard/Paulding Co.	7/1/98-6/30/99 (FY99)

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

JAMES P. COOPER, Director

(770) 836-6711
Fax: (770) 836-4787

WEST GEORGIA REGIONAL LIBRARY
Neva Lomason Memorial Library Building
(Carroll, Douglas, Haralson, Heard, Paulding)
710 ROME STREET
CARROLLTON, GEORGIA 30117

CONTRACT

July 1, 1998 – June 30, 1999

The total allocation to the West Georgia Regional Library budget on behalf of the Haralson County Commissioner for FY 1999 will be:

(check one):

- \$4,000.00 (minimum amount needed to meet West Georgia Regional Library Budget)
- \$_____ (other amount greater than current funding level)

This above indicated amount will be paid:

(check one):

- in one payment to be made in _____ (date)
- monthly in the amount of _____ per month
- quarterly in the amount of \$1,000 per quarter
- other _____

This agreement bears the signature of the town or county (or other) agency contracting and the chairman of the West Georgia Regional Library Board. It is in duplicate to assure that each agency will have a copy for official files.

Ana Sparks
Local Authority

Stevan W. Crew
Chairman
West Georgia Regional Library

James P. Cooper
Director

JAMES P. COOPER, Director

(770) 836-6711
Fax: (770) 836-4787

WEST GEORGIA REGIONAL LIBRARY

Neva Lomason Memorial Library Building
(Carroll, Douglas, Haralson, Heard, Paulding)
710 ROME STREET
CARROLLTON, GEORGIA 30117

April 30, 1998

Mr. Amos Sparks
Haralson County Commissioner
P.O. Box 488
Buchanan, GA 30113

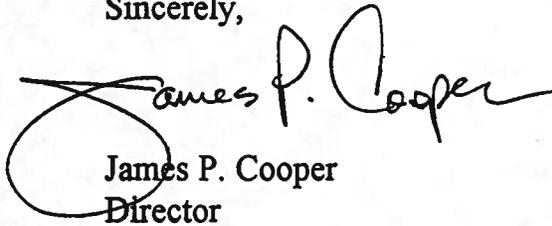
Dear Mr. Sparks:

Please find enclosed for your review two copies of the contract agreement between the Haralson County Commissioner and the West Georgia Regional Library Board for FY 1999. After approval, please return one signed copy to me.

West Georgia Regional Library is continuing in its efforts to provide excellent library services to the citizens of Haralson County. West Georgia Regional Library processes all books and materials for the two libraries in Haralson County; provides bookmobile service to nursing homes and nutrition centers; and provides courier service between the libraries and school media centers of the county. Residents also have dial access to the library's catalog, and materials not available in the libraries' collections can be borrowed through interlibrary loan from libraries outside the region.

We very much appreciate the support that we receive from you, and we look forward to providing library service to Haralson County during the upcoming year.

Sincerely,


James P. Cooper
Director

Enclosures.

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

Instructions:

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County: Haralson 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.)
~~Haralson Co.~~
- 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.)
Tallapoosa has the West Georgia Museum.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Tallapoosa	General Fund, Membership Dues

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson

Service: Parks & Recreation

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

Haralson County offers a range of recreational services that are available to all county residents. The county's full time recreational department maintains their facilities. The Cities of Bremen and Tallapoosa provide a diverse range of recreational facilities and activities. Each city has a full time, certified recreational department. The Cities of Bremen and Tallapoosa offer recreational services to residents of the unincorporated areas of the county. Haralson County will provide the Cities of Bremen and Tallapoosa a pro-rata share of additional distribution for participation of unincorporated residents in their recreation programs. The distribution formula reflects the overall participation on unincorporated residents in the city programs.

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

Local Government or Authority:

Funding Method:

Haralson County	General Fund, Fees, SPLOST
Bremen	General Fund, Fees, SPLOST
Buchanan	General Fund, SPLOST
Tallapoosa	General Fund, Fees, Grants
Waco	General Fund, Grants, 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:

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: September 30, 1999

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

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

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

Instructions:

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

County: Haralson 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.) Haralson Co. Building Inspector and the County Planning Commission provide for unincorporated areas. The cities provide their own planning and zoning duties. All work with the Coosa Valley RDC for planning, zoning and technical assistance.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Haralson County	General Fund, Fees
Bremen	General Fund, Fees
Buchanan	General Fund
Tallapoosa	General Fund
Waco	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

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County: Haralson Service: Public Health

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

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

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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County: Haralson Service: Public Housing

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.)
Bremen, Buchanan and Tallapoosa Housing Authorities.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Local Government or Authority:	Funding Method:
Bremen Housing Authority	General Fund, Grants, Subsidies from HUD
Buchanan Housing Authority	General Fund, Grants, Subsidies from HUD
Tallapoosa Housing Authority	General Fund, Grants, Subsidies from HUD

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

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

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Public Works

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.) Haralson Co. provides it's own public work for unincorporated areas. Bremen, Buchanan, Tallapoosa and Waco have their own City Work/Public Works crews.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	General Fund
Buchanan	General Fund
Tallapoosa	General Fund
Waco	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

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County: Haralson 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.) Haralson Co. Road Department constructs and maintains all county roads. Each city in Haralson Co. either has its own road crews or hires a private contractor.
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)

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

- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Haralson County	General Fund, State, SPLOST
Bremen	General Fund, State, SPLOST
Buchanan	General Fund, State, SPLOST
Tallapoosa	General Fund, State, SPLOST
Waco	General Fund, State, 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:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Senior Citizens Program

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Bremen	General Fund
Tallapoosa	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

**SERVICE DELIVERY STRATEGY
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County: Haralson Service: Senior Citizens Program

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

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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
Bremen and Tallapoosa provide service within and outside of their municipalities.

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

- Yes No

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

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

Local Government or Authority:	Funding Method:
Bremen	General Fund
Tallapoosa	General Fund

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

None

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

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

**SERVICE DELIVERY STRATEGY
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County: Haralson 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.)
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- 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 Bremen and Tallapoosa provide services to their respective cities. Some residents from the unincorporated areas visit the two centers.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Bremen	General Fund
Tallapoosa	General Fund

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

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County: Haralson Service: Sewer Collection/Disposal

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

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

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

below → All cities provide service both within and outside of their municipalities.

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Bremen	System Revenues
Buchanan	System Revenues
Tallapoosa	System Revenues

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

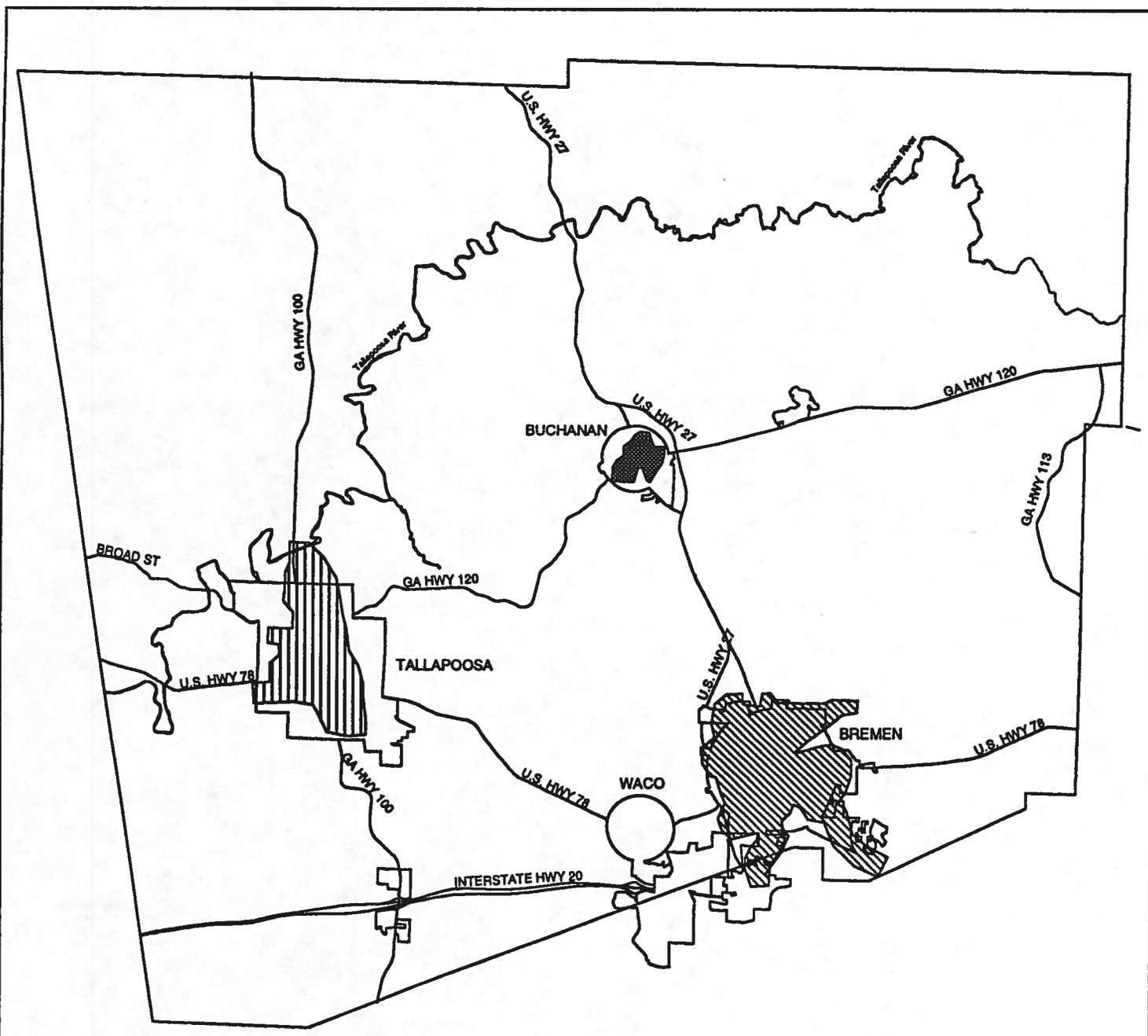
7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002



SEWER SERVICE DELIVERY AREAS

-  BREMEN SERVICE AREA
-  BUCHANAN SERVICE AREA
-  TALLAPOOSA SERVICE AREA

**SEWER SERVICE DELIVERY AREAS
HARALSON COUNTY, GEORGIA**



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

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County: Haralson Service: Sewer Collection/Disposal

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

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

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

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

Bremen	System Revenues
Buchanan	System Revenues
Tallapoosa	System Revenues
Waco	System Revenues

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

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County: Haralson Service: Sewer Collection/Disposal

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

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

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.)
All cities provide service both within and outside of their municipalities.

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

- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Bremen	System Revenues
Buchanan	System Revenues
Tallapoosa	System Revenues

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

None

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

Agreement Name: _____ Contracting Parties: _____ Effective and Ending Dates: _____

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

SERVICE DELIVERY STRATEGY
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County: Haralson Service: Solid Waste Collection

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)
 Haralson County provides convenience centers for use by residents of both incorporated and unincorporated areas. The cities contract individually for removal and disposal of residential and commercial refuse.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	User Fees
Buchanan	User Fees
Tallapoosa	User Fees
Waco	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

None		

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Solid Waste Collection

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
Haralson Co. uses convenience centers and a private contractor to haul it to a landfill. The cities contract individually for private haulers for residential and commercial waste.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

Haralson County has agreed to review collection procedures at county convenience centers. A study will be conducted to determine the percentage of unincorporated and incorporated residents using the convenience centers, an evaluation of type of materials being brought to the convenience centers, a long term evaluation of recycling potential and the ability to supplement/offset collection costs with recycling grants. The Haralson County Landfill Authority will make the report available to the Cities of Bremen, Buchanan, Tallapoosa and Waco by September 1, 2004.

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	User Fees
Buchanan	User Fees
Tallapoosa	User Fees
Waco	User Fees

See revised page

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

None

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

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Solid Waste Disposal

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

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

Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)
Haralson County provides convenience centers for use by residents of both incorporated and unincorporated areas. The cities contract individually for removal and disposal of residential and commercial refuse. All refuse is taken to the Transfer Station for disposal, which is owned and operated by Haralson County Solid Waste Management Authority.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	User Fees
Buchanan	User Fees
Tallapoosa	User Fees
Waco	User Fees
Haralson County Solid Waste Management Authority	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Haralson County Solid Waste Management Authority		

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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County: Haralson Service: Solid Waste Disposal

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

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

Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
Haralson County provides convenience centers for use by residents of both incorporated and unincorporated areas. The cities contract individually for removal and disposal of residential and commercial refuse. All refuse is taken to the Transfer Station for disposal, which is owned and operated by Haralson County Solid Waste Management Authority.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

See revised page

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	User Fees
Buchanan	User Fees
Tallapoosa	User Fees
Waco	User Fees
Haralson County Solid Waste Management Authority	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Haralson County Solid Waste Management Authority		

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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County: Haralson Service: Social 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.)
Haralson 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

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

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

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

Local Government or Authority:

Funding Method:

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

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

None

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485

Date completed: Sept 30, 1999

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

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Amos Sparks, Haralson County Commissioner, (770)646-2002

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Haralson Service: Solid Waste Disposal

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson County	General Fund
Bremen	User Fees
Buchanan	User Fees
Tallapoosa	User Fees
Waco	User Fees
Haralson County Solid Waste Management Authority	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Haralson County Solid Waste Management Authority		

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

RESOLUTION CREATING THE HARALSON COUNTY
SOLID WASTE MANAGEMENT AUTHORITY

PREAMBLE

A Resolution enacting a County Solid Waste Management Authority pursuant to the provisions of O.C.G.A. §12-8-50 et. seq., to repeal conflicting resolutions and for other purposes.

RESOLUTION

WHEREAS, there exists in Haralson County a sanitary landfill;
and

WHEREAS, the management of said landfill has for several years rested in the hands of the Haralson County Sanitary Landfill Corporation, a private, nonprofit corporation; and

WHEREAS, state grants and loans are available to public governmental authorities that are not available to private nonprofit corporations such as the Haralson County Sanitary Landfill Corporation; and

WHEREAS, the management of the Haralson County Landfill will continue to require insight, funding and direction in order to address planning, environmental and other concerns; and

WHEREAS, the sole commissioner of Haralson County finds and declares that there is a need for an authority to function in the County so as to continue the management of the County Solid Waste Landfill in the form of an entity which can avail itself of the powers and benefits contained in O.C.G.A. §12-8-50 et. seq. and other applicable laws;

NOW THEREFORE, let it be resolved as follows, to wit:

(1) It is hereby declared that there is a need in Haralson County for a Solid Waste Management Authority.

(2) There is hereby activated the Haralson County Solid Waste Management Authority pursuant to the provisions of O.C.G.A. §12-8-50 et. seq.;

(3) Pursuant to O.C.G.A. §12-8-54, the Board of Directors shall consist of five (5) members to be appointed as follows:

Position 1 - The County Commissioner or his/her designee;

Position 2 - The Bremen Mayor or his/her designee;

Position 3 - The Buchanan Mayor or his/her designee;

Position 4 - The Tallapoosa Mayor or his/her designee;

Position 5 - The Waco Mayor or his/her designee.

The terms of the above directors shall be for four years as provided for in O.C.G.A. §12-8-54 and shall run concurrently with the terms of their respective elected offices.

(4) The powers, provisions and terms of O.C.G.A. §12-8-55 concerning quorums, of §12-8-57 concerning limitation on liability of members, officers or employees of Authority, of §12-8-58 concerning bonds or other obligations and limitations and procedures for issuance, of §12-8-59 concerning bonds or other obligations not being indebtedness of state or political subdivision, and of §12-8-59.1 are hereby incorporated by reference and made applicable to the Haralson County Solid Waste Management Authority by this reference.

(5) If any portion of this Resolution is held invalid the remaining provisions are nevertheless to be continued in full force and effect.

(6) All conflicting enactments are hereby repealed.

(7) This Resolution and the existence of the Haralson County Solid Waste Management Authority shall become effective upon signature of this Resolution.

LET A COPY OF THIS RESOLUTION BE SPREAD UPON THE MINUTES OF THIS MEETING.

This the 2 day of January, 1995.

HARALSON COUNTY, GEORGIA

BY Jim McBrayer
Jim McBrayer
Sole Commissioner

ATTEST:

Charlene Smith
Charlene Smith
County Clerk

(S E A L)

MOTION DOCKET # 3
CASE NUMBER 41
HARALSON SUPERIOR COURT

RE:

"HARALSON COUNTY SANITARY
LANDFILL CORPORATION"

CHARTER PROCEEDINGS

*Charter Record 2-29-73
292-297
297*

Filed in Clerk's Office,
January 22nd, 1971.
Miss A. S. Dracinsky

GEORGIA, HARALSON COUNTY

M. Q. 3
Case No. 41

The petition of Jim Frank Smith, Emil Laminack, Robert Richie, N. C. Clayton and Mrs. Evelyn Wade, as Incorporators of HARALSON COUNTY SANITARY LANDFILL CORPORATION, respectfully shows:

1.

That they desire to be incorporated as a non-profit corporation pursuant to the provisions of the Georgia Corporation Law for such purposes and with such powers as are shown in the articles of incorporation hereunto annexed.

2.

The certificate of the Secretary of State of this State regarding the name of said proposed corporation is likewise annexed to this petition.

3.

The initial registered office of said corporation is to be located in Haralson County, Georgia.

WHEREFORE, Petitioners pray that the Court examine the aforesaid documents presented herewith and pass an order declaring the incorporation granted, as provided by law.

HOWE and MURPHY

By: 1st Harold L. Murphy
Harold L. Murphy

MURPHY and MURPHY

By: 2d Thomas B. Murphy
Thomas B. Murphy

Attorneys for Petitioners

ARTICLES OF INCORPORATION
OF
MARALSON COUNTY SANITARY LANDFILL CORPORATION

1.

The name of this corporation shall be "MARALSON COUNTY SANITARY LANDFILL CORPORATION."

2.

The period of duration of said corporation shall be perpetual.

3.

The purpose for which said corporation is organized is as a non-profit corporation. The general nature of the business to be conducted by said corporation is the ownership and operation of a sanitary landfill in Maralson County, Georgia to serve the needs of the general population of Maralson County, Georgia and the citizens of the municipalities located within said county and particularly the Cities of Bremen, Tallapoosa, Waco and Buchanan in disposing of garbage, debris, waste and other substances and materials offensive to human beings and which could or might cause disease, unsightliness, odors, and which might be a peril to the general health and well being of the citizens of said Maralson County, Georgia and the municipalities located therein and generally to improve the ecology in Maralson County, Georgia.

4.

The directors of said corporation shall be the sole Commissioner of Roads and Revenues of Maralson County, Georgia and the mayor of each municipality therein which municipalities are the City of Bremen, Georgia, the City of Buchanan, Georgia, the City of Waco, Georgia and the City of Tallapoosa, Georgia

and such officials shall automatically become directors of this corporation upon their taking office as such official.

5.

The corporation shall have all powers conferred by the Corporation Code of the State of Georgia.

6.

The address of the initial registered office of the corporation shall be County Office Building, Buchanan, Georgia and the name of its initial registered agent shall be Jim Frank Smith, County Office Building, Buchanan, Georgia.

7.

The initial Board of Directors shall consist of five individuals whose names and addresses are:

1. Jim Frank Smith
County Office Building
Buchanan, Georgia
2. Mrs. Evelyn Wade
Buchanan, Georgia
3. Robert Richie
City Hall
Bremen, Georgia
4. H. C. Clayton
Waco, Georgia
5. Emil Laminack
City Hall
Tallapoosa, Georgia

8.

The names and addresses of the incorporators are as follows:

1. Jim Frank Smith
Buchanan, Georgia
2. Mrs. Evelyn Wade
Buchanan, Georgia
3. Robert Richie
City Hall
Bremen, Georgia
4. H. C. Clayton
Waco, Georgia
5. Emil Laminack
City Hall
Tallapoosa, Georgia

Each of said incorporators is more than twenty-one years of age.

9.

Said corporation is not organized and shall not be operated for pecuniary gain or profit and shall have no capital stock.

10.

No part of the property of said corporation and no part of its net earnings shall ever at any time inure to the benefit or profit of any share holder or individual nor shall said corporation have the power to and shall never carry on propaganda or otherwise attempt to influence legislation.

HOWE and MURPHY

By: 15/ Harold L. Murphy
Harold L. Murphy

MURPHY and MURPHY

By: 15/ Thomas B. Murphy
Thomas B. Murphy

Attorneys for Petitioners

O R D E R

IN HARALSON SUPERIOR COURT

The foregoing petition of Jim Frank Smith, Emil Laminack, Robert Richie, N. C. Clayton and Mrs. Evelyn Wade, the Articles of Incorporation and the name certificate of the Secretary of State having been duly presented and examined, and the same being found to be lawful,

It is therefore CONSIDERED, ORDERED and ADJUDGED that said incorporation be, and same is hereby declared to be granted, and the incorporators named in the Articles of Incorporation, their associates, successors and assigns are hereby incorporated and made a body politic under the name and style of HARALSON COUNTY SANITARY LANDFILL CORPORATION, to have perpetual existence, unless dissolved by law, and with all the rights, powers, privileges and immunities as are provided by the laws of this State as they now or may hereafter exist.

This 19 day of January, 19 71.

W. D. W. Wynn
Judge, Superior Court
Tallapoosa Judicial Circuit

AFFIDAVIT OF PUBLISHER

GEORGIA, HARALSON COUNTY

Personally appeared before me, NOEL BROWN, who first being duly sworn on oath deposes as follows:

That he is publisher of the Haralson County Tribune, which is the official organ of said county, and that there has been deposited with said newspaper the cost of publishing therein once a week for four consecutive weeks a notice in substantially the following form:

"On application of Jim Frank Smith, Emil Laminack, Robert Richie, N. C. Clayton and Mrs. Evelyn Wade, Articles of Incorporation have been granted to HARALSON COUNTY SANITARY LANDFILL CORPORATION by the Honorable Dan Winn, Judge of Superior Court of Haralson County in accordance with the applicable provisions of Georgia Business Corporation Code. The registered office of the corporation is County Office Building, Buchanan, Georgia and its registered agent at such address is Jim Frank Smith. The purpose of the corporation is as a non-profit organization. The general nature of the business to be conducted by said corporation is the ownership and operation of a sanitary landfill in Haralson County, Georgia to serve the needs of the general population of Haralson County, Georgia and the citizens of the municipalities located within said county and particularly the Cities of Bremen, Tallapoosa, Waco and Buchanan in disposing of garbage, debris, waste and other substances and materials offensive to human beings and which could or might cause disease, unsightliness, odors, and which might be a peril to the general health and well being of the citizens of said Haralson County, Georgia and the municipalities located therein and generally to improve the ecology in Haralson County, Georgia

Sworn to and subscribed before 18 Noel Brown
me this 22nd day of January, 1971.

12/Flerine Tillman, N.P.
Notary Public Comm. expires 1-18-74

HARALSON COUNTY SANITARY LANDFILL CORPORATION

BY-LAWS

ARTICLE I: OFFICES

The principal office and place of business of said Corporation shall be in Haralson County, Georgia. The Corporation may establish and maintain an office or offices at such other places, either within or without the State of Georgia, as the Board of Directors may from time to time determine.

ARTICLE II: SEAL

The seal of the Corporation shall be in a circular form and shall have inscribed thereon the words "HARALSON COUNTY SANITARY LANDFILL CORPORATION" and the word "Seal".

ARTICLE III: DIRECTORS

The affairs of the Corporation shall be controlled and administered by a Board of Directors which shall be composed of the sole Commissioner of Roads and Revenues of Haralson County, Georgia, the Mayor of the City of Bremen, the Mayor of the City of Tallapoosa, the Mayor of the Town of Waco, and the Mayor of the City of Buchanan. Each director shall serve for his term of office and his or her successor in office shall automatically become a director of said Corporation upon their taking office as such official.

The directors shall meet annually during the month of July at a place, time and date which shall be fixed by the President, and shall hold such other meetings as may be necessary from time to time upon call of the President which call shall specify the place, time and date of the meeting. Meetings may also be called when necessary upon the majority vote of the members.

ARTICLE IV: OFFICERS

The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers as may be elected by the directors. Only directors shall serve as officers of the Corporation. Any two offices may be held by the same person, except the office of President and Secretary.

The President shall preside at all meetings of the directors and shall be the chief executive officer of the Corporation. In the absence of the President, the Vice President shall perform the duties of the President.

The Secretary shall be the custodian of the minute book of the Corporation, and shall accurately keep minutes of meetings of the directors.

The Treasurer shall have the authority and responsibility for the safekeeping of the funds and securities of the Corporation.

The officers shall be elected at the annual meeting of the directors.

ARTICLE V: PROPERTY TRANSACTIONS

Any sale or transfer of any stock, bond, security or any other property standing in the name of the Corporation, shall be valid only if signed by the Corporation acting through any two officers. Any transfer signed in this manner, having affixed thereon the seal of the Corporation, shall in all respects bind the Corporation as fully and completely as if each transaction had been authorized by a specific vote of the directors, and any person, firm or corporation to whom a copy of this Article V shall have been certified by the Secretary shall be entitled to rely thereon until notified of its repeal.

ARTICLE VI: DUTIES OF TREASURER

The Treasurer shall at all times maintain records evidencing the property owned by the Corporation and its disbursements, and present the same to the annual meeting of the directors, provided, however, that the records shall always be open for inspection by any director.

ARTICLE VII: QUORUM REQUIREMENTS

A quorum for the transaction of any business shall be a majority of the directors then in office.

ARTICLE VIII: COMPENSATION OF DIRECTORS

The directors shall serve without compensation.

ARTICLE IX: OTHER POWERS OF DIRECTORS

The board of directors shall have the power to alter, amend or repeal the By-Laws or adopt new By-Laws, provided that the By-Laws at no time shall contain any provision inconsistent with law or the Articles of Incorporation.

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

Instructions:

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

County: Haralson Service: Tax 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.)
Haralson 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

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

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

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

Local Government or Authority: Funding Method:

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

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

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

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

None

7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Tourism

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.) Bremen and Tallapoosa provide service to their city limits. Haralson County Chamber of Commerce serves the remainder of the county.

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Bremen	Hotel/Motel Tax
Tallapoosa	Hotel/Motel Tax

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

	Chamber of Commerce	

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: Sept 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Water Supply/Distribution

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)
Haralson County Water Authority wholesales water to the four cities in Haralson County. The cities sell water to their municipal customers and to a limited number of customers outside but adjacent to the city limits. The service connections to these customers were made before county water service was available. Many of the external service connections have sewer services, which mandates their connection to the municipal water service.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson Co. Water Authority	User Fees
Bremen	User Fees
Buchanan	User Fees, General Fund
Tallapoosa	User Fees
Waco	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Haralson Co. Water Authority Sales Agreement	Haralson Co./Bremen/Buchanan/Tallapoosa/Waco	effective 11/11/81
Haralson Co. Water Authority Sales Agreement	Haralson Co./Buchanan	effective 3/17/87

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

Instructions:

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

County: Haralson Service: Water Supply/Distribution

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Local Government or Authority	Funding Method
Haralson Co. Water Authority	User Fees
Bremen	User Fees
Buchanan	User Fees, General Fund
Tallapoosa	User Fees
Waco	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Haralson Co. Water Authority Sales Agreement	Haralson Co./Bremen/Buchanan/Tallapoosa/Waco	effective 11/11/81
Haralson Co. Water Authority Sales Agreement	Haralson Co./Buchanan	effective 3/17/87

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

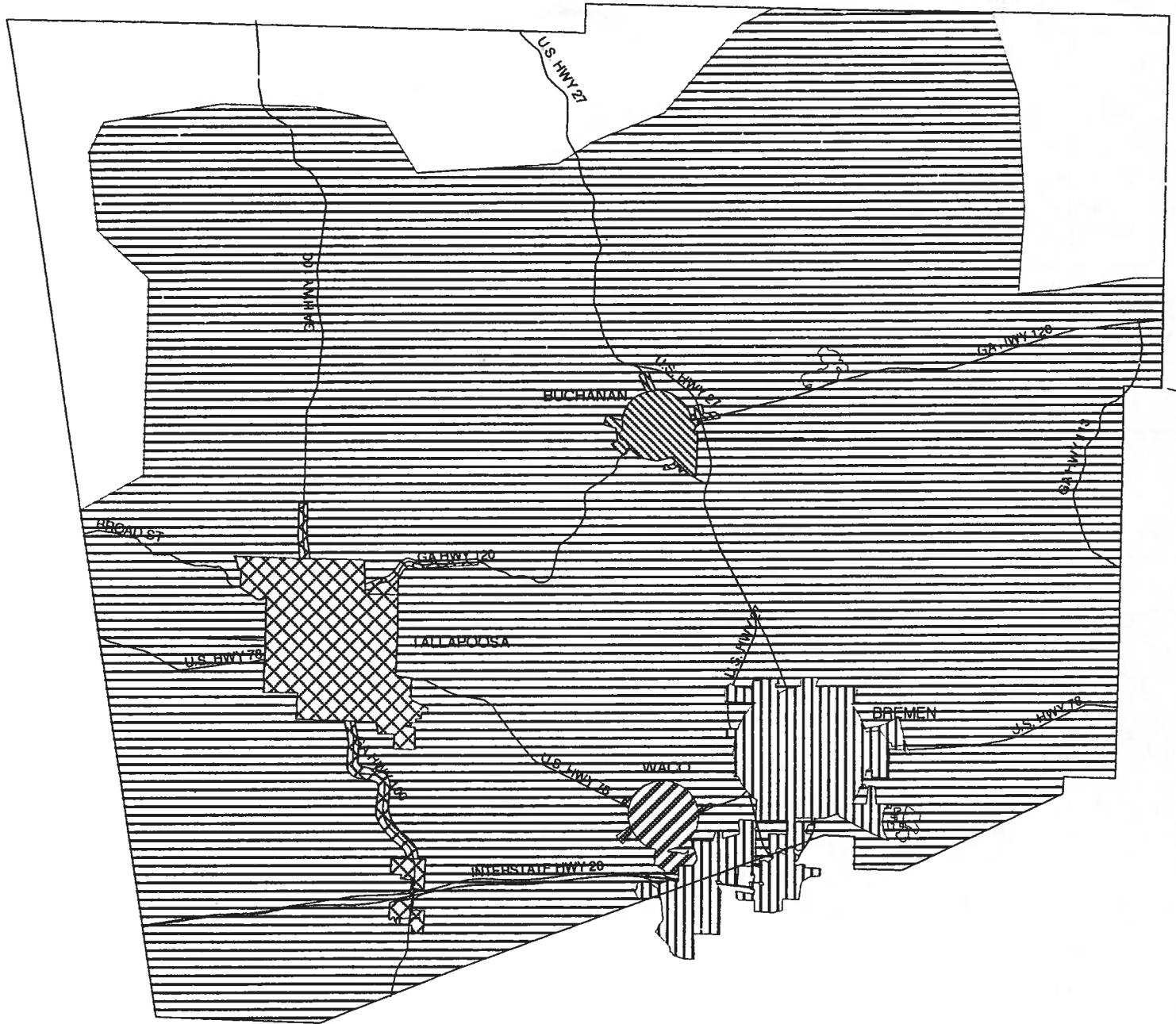
7. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

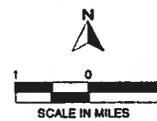
Amos Sparks, Haralson County Commissioner, (770)646-2002

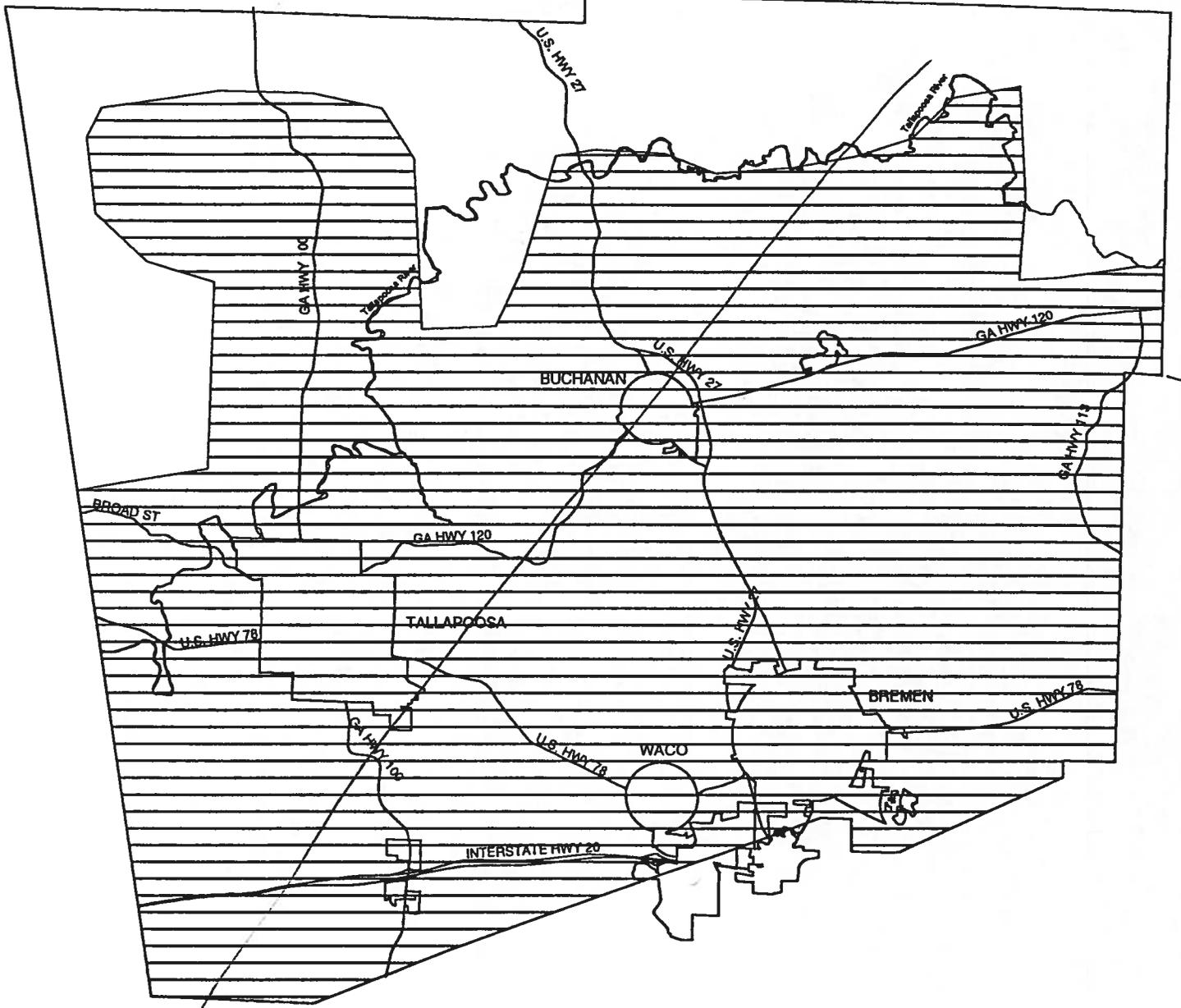


WATER SERVICE DELIVERY AREAS

-  Haralson County Water Service Area
-  Tallapoosa Water Service Area
-  Buchanan Water Service Area
-  Waco Water Service Area
-  Bremen Water Service Area

**WATER SERVICE DELIVERY AREAS
HARALSON COUNTY, GEORGIA**





SEE REVISED
SERVICE AREA MAP

WATER SERVICE DELIVERY AREAS

 WATER SERVICE AREA

WATER SERVICE DELIVERY AREAS
HARALSON COUNTY, GEORGIA



AGREEMENT

STATE OF GEORGIA
COUNTY OF HARALSON

THIS CONTRACT AND AGREEMENT, made and entered into, this, the 17 day of March, 1987, by and between the HARALSON COUNTY WATER AUTHORITY, a Political Subdivision of the State of Georgia, hereinafter referred to as "Authority", as party of the first part, and the CITY OF BUCHANAN, a Municipal Corporation of the State of Georgia, hereinafter referred to as "City", as party of the second part;

W I T N E S S E T H:

WHEREAS, the Authority operates a water system in Haralson County, Georgia, and sells water wholesale to the municipal corporations therein, and,

WHEREAS, the City owns and operates a water system of its own in said County for the use and benefit of its citizens; and,

WHEREAS, the Authority and the City have an existing contract for the purchase and sale of water; and,

WHEREAS, the City has added a new one (1) million gallon Hilltop Storage Tank (Standpipe) to its water system; and,

WHEREAS, the Authority and the City do not have any existing contract concerning said one (1) million gallon Hilltop Storage Tank (Standpipe); and,

WHEREAS, the Authority and the City are desirous of entering into a contract concerning said one (1) million gallon Hilltop Storage Tank (Standpipe) and it being in the best interest of both parties to enter into a contract concerning same; and,

WHEREAS, each of the parties have authority to enter into a contract for such purposes for a term not exceeding fifty (50) years;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is contracted and agreed by and between the Authority and the City, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1.

LEASE PROVISION AND TERM

Subject to the provisions of this contract, the City hereby leases to the Authority and the Authority hereby leases from the City aforesaid Hilltop Storage Tank (Standpipe) and all systems, lines and all other parts thereof for the sum of One (\$1.00) Dollar and other considerations contained hereinafter. The term of this contract shall be for fifty (50) years from the date hereof.

2.

MAINTENANCE OF HILLTOP STORAGE TANK (STANDPIPE)
AND ALL SYSTEMS, LINES AND ALL PARTS THEREOF

The Authority shall be solely and completely responsible for any and all costs incurred or arising on aforesaid Hilltop Storage Tank (Standpipe) and all systems, lines and all other parts thereof, during the term of this contract. Said costs to include but not limited to operation, supervision, management, maintenance, and repair or replacement.

The Authority shall construct its line or lines to the point or points applicable or to such other point or points as may be mutually acceptable and agreed upon and shall connect its line or lines to the line or lines of the City at such point or points.

3.

RESERVATION OF EXISTING RIGHTS AND PRIVILEGES

The City reserves, and is hereby granted, all rights and privileges contained in its existing contract with the Authority.

4.

SEPARATE SYSTEMS

It is understood and agreed that the water systems of the Authority and of the City are to remain separate and distinct systems. The city shall continue to serve its present water customers located within and without its corporate limits and shall not be prevented or hindered in any manner or from operating or extending its distribution system within or without its corporate limits.

5.

COMPATIBILITY OF SYSTEMS

The Authority shall continually throughout the terms of this contract provide such pressures, equipment and lines to the tie-in connection or connections to the Hilltop Storage Tank (Standpipe) system, so that the water shall be delivered to any storage point in the City's water system without additional expense or outlay of capital funds by the City.

6.

SUSPENSION OF SERVICE

In case of reason of force majeure either the Authority or the City shall be rendered unable wholly or in part to carry out the obligations under this contract, then the Authority or the City shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, other than orders concerning water quality control or treatment, or any civil or military authority,

insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the Authority to operate its water system, of City to operate its water system, on account of any other causes not reasonably within the control of the party claiming such liability.

Should the Authority's ability to produce water be materially reduced by reason of force majeure, then the Authority shall prorate the water available to it between the City and the Authority's other customers on the basis of their relative consumption during the preceding calendar year and the Authority shall not be obligated hereby to deliver to the City any water in excess of its share under such proration.

7.

NOTICES

All notices required to be served by provisions of this contract may be served on any of the parties hereby by personally handing a copy to an officer or official thereof, or may be served by sending a letter duly addressed and postage prepaid by United States Mail. Notices to be served on the Authority shall be mailed at P. O. Box 488, Buchanan, Georgia, 30113, unless otherwise instructed. Notices to be served on the City shall be mailed to "City Hall", P. O. Box 6, Buchanan, Georgia, 30113, unless otherwise instructed.

8.

REMEDIES UPON BREACH BY EITHER PARTY

In the event that the Authority or the City shall fail to perform any of its obligations under the terms and provisions of this agreement, each of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

9.

PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

10.

ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth and those specifically reserved in paragraph 3 hereinbefore.

11.

CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

12.

INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out of the activities which each have contracted to perform.

18.

AUTHORIZATION OF CITY

A certified copy of the resolution of the Mayor and Council of the City of Buchanan authorizing the Mayor and the City Clerk to execute this contract for and on behalf of the City is hereby attached, marked "Exhibit A", and incorporated by reference herein and made a part of this contract.

19.

AUTHORIZATION OF AUTHORITY

A certified copy of a resolution of the Authority authorizing the Chairman and Secretary-Treasurer of the Authority to execute this contract for and on behalf of the Authority is hereto attached, marked "Exhibit B", and incorporated herein and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by such, have caused this contract and agreement to be executed in duplicate and the official seals of each properly affixed, this 17 day of March, 1987.

HARALSON COUNTY WATER AUTHORITY

BY: Jamson Donegan
Chairman

Attest:

J. C. Summerdille
Secretary-Treasurer

(SEAL)

CITY OF BUCHANAN

BY: Caryn S. Wade
Mayor

Attest:

William M. Holcombe
Clerk

(SEAL)

A RESOLUTION OF THE CITY OF BUCHANAN
TO ENTER INTO A CONTRACT FOR THE UTILIZATION
OF THE HILLTOP STORAGE TANK (STANDPIPE)
FROM THE HARALSON COUNTY WATER AUTHORITY
FOR A PERIOD OF FIFTY (50) YEARS

BE IN RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
BUCHANAN AND IT IS HEREBY RESOLVED BY AUTHORITY OF THE SAME,
TO WIT:

BE IT RESOLVED that the Mayor and the Clerk of the City of Buchanan are hereby authorized, empowered, and directed to execute for and on behalf of the City of Buchanan a contract with the Haralson County Water Authority, a copy of which contract is hereby attached, marked "Exhibit A", and by leave of reference incorporated and made a part of this resolution; and said Mayor and Clerk are hereby authorized and directed to sign the same on behalf of the City, and to affix the corporate name and seal of the City of Buchanan to said contract.

The foregoing resolution having been read and considered by the Mayor and Council of the City of Buchanan at a regular meeting of said Mayor and Council duly held on the 17 day of March, 1987, at the City Hall of said city, and the same having been adopted by the unanimous vote of said Council, the same is hereby approved and declared adopted, and it is ordered that same be spread upon the minutes of said meeting.

This the 17 day of March, 1987.

Carolyn S. Wade
Mayor, City of Buchanan

Donald Rainey
Councilman

Curtis Richards
Councilman

McW. Cook Jr.
Councilman

Charles R. Carter
Councilman

Attest:

William M. Holcombe
Clerk

CLERK'S CERTIFICATE

GEORGIA, HARALSON COUNTY

I, Vivian M. Holcombe, Clerk of the Mayor and Council, City of Buchanan, Georgia, do hereby certify that the above and foregoing page of typewritten matter is a true and correct copy of a Resolution passed by said Mayor and Council of the City of Buchanan, authorizing the Mayor and the Clerk of the Mayor to execute for and on behalf of the City of Buchanan a contract with the Haralson County Water Authority to utilize the Hilltop Storage Tank (Standpipe), and that said Resolution was duly passed on the 17 day of March, 1987, the original of which is now in the Clerk's office of the Mayor and Council of the City of Buchanan.

This the 17 day of March, 1987.

Witness my official hand and seal of the City of Buchanan.

Vivian M. Holcombe
Clerk of the City of Buchanan

(SEAL)

A RESOLUTION OF THE CITY OF BUCHANAN
TO ENTER INTO A CONTRACT FOR THE
PURCHASE OF WATER FROM THE HARALSON
COUNTY WATER AUTHORITY FOR A PERIOD
OF 50 YEARS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCHANAN AND IT IS
HEREBY RESOLVED BY AUTHORITY OF THE SAME, TO-WIT:

BE IT RESOLVED that the Mayor and the Clerk of the Mayor and Council of the City of Buchanan are hereby authorized, empowered, and directed to execute for and on behalf of the City of Buchanan a contract with the Haralson County Water Authority, a copy of which contract is hereby attached, marked "Exhibit A", and by leave of reference incorporated and made a part of this resolution; and said Mayor and Clerk of said Mayor and Council are hereby authorized and directed to sign the same on behalf of the City, and to affix the corporate name and seal of the City of Buchanan to said contract.

The foregoing resolution having been read and considered by the Mayor and Council of the City of Buchanan at a special meeting of said Mayor and Council duly held on the 11 day of November, 1981, at the City Hall of said city, and the same having been adopted by the 4 - 0 vote of said Council, the same is hereby approved and declared adopted, and it is ordered that same be spread upon the minutes of said meeting.

This 11 day of November, 1981.

Carolyn S. Wade
Mayor, City of Buchanan

Donald Rainey
Councilman

Max Cook Jr.
Councilman

William Wyatt
Councilman

Councilman

Attest:

William M. Halcombe
Clerk, Mayor & Council

"EXHIBIT A"

the Authority and the City of Buchanan, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1.

MINIMUM PURCHASE

Subject only to the provisions of this contract the Authority agrees to sell and to deliver to the City of Buchanan and the City of Buchanan agrees to purchase a minimum of 120,000 gallons or such other amounts as may be required under the terms of this contract of potable water each day during the period of this agreement for its own use and for distribution to its customers now or hereafter served by its water distribution system. The term of this agreement shall be fifty (50) years from the date hereof.

2.

SEPARATE SYSTEM

It is understood and agreed that the water systems of the Authority and of the City of Buchanan are to remain separate and distinct systems. The City of Buchanan shall continue to serve its present water customers located within and without its corporate limits and shall not be prevented or hindered in any manner or form from operating or extending its distribution system within or without its corporate limits.

3.

COMPATIBILITY OF SYSTEM

The Authority shall continually throughout the terms of this contract provide such pressures, equipment and lines to the tie-in connection or connections to the City of Buchanan system, so that the water shall be delivered to any storage point in the Buchanan Water System without additional expense or outlay of capital funds by the City of Buchanan.

4.

QUALIFIED OPERATORS OF PLANT

The Authority during the term of this contract shall provide operators of the water system licensed by the State Board of Examiners for Certified Water

and Wastewater Treatment Plant Operators.

5.

WATER RATE SCHEDULE

The Authority during the term of this contract shall charge for its water on the basis of two type water users, to-wit:

- (a) wholesale municipal user
- (b) non-municipal user.

The rate to the City of Buchanan and any other wholesale municipal users shall be the minimum rate charged by the Authority. No non-municipal user shall ever be charged the minimum rate. The price at which water shall be sold is to be determined from time to time by the Authority. Rates charged to non-municipal users shall at all times be at least ten (10%) percent greater than rates charged to wholesale municipal users, except that a non-municipal user that consumes at least one hundred thousand gallons (100,000) per month may receive a rate to be determined by the Authority, but which rate must be at least one (1%) percent above the rate charged to wholesale municipal users.

A wholesale municipal user shall be defined for the purposes of this contract as a municipal corporation created by the Georgia General Assembly or any other political subdivision of the State of Georgia, which purchases water from the Authority and has representation on the governing body of said Authority

6.

PAYMENT

Payment to the Authority shall be made each calendar month within fifteen (15) days from the receipt of the Authority's bill by the City of Buchanan for the water so furnished to the City of Buchanan by the Authority for the preceding calendar month and in the event such payment is not made within the fifteen days from the receipt of said bill by the City of Buchanan, the Authority shall have the right and authority to discontinue the water provided for hereunder. Said payments shall initially commence in the month immediately following the first month in which the Authority's water line or lines are connected and supply water to the system of the City of Buchanan. Provided, however, the Authority shall not discontinue said water if there is

a legitimate dispute as to the amount due if the City of Buchanan has first paid such amounts which are not in dispute.

7.

SOURCE OF FUNDS TO COMPLY WITH CONTRACT

Neither the Authority nor the City of Buchanan shall ever have the right to demand payment by the other party of any obligation assumed or imposed upon such party under and by virtue of this contract from any funds raised or to be raised by taxation. Neither party's obligation under this contract shall ever be construed to be a debt of such party of such kind as to require it to levy and collect a tax to discharge such obligation, it being expressly understood and agreed that all payment due by the parties hereunder are to be made from revenues derived from the operation of their respective water systems, such payments ranking equally with the operating charge for salaries, wages, maintenance and other operating expenses of such system, but nothing herein contained shall be construed as prohibiting either of the parties from making payments from other funds lawfully available to it for such purpose.

8.

MAINTENANCE OF TRANSMISSION LINE FROM AUTHORITY TO BUCHANAN SYSTEM

The Authority shall be solely responsible for the cost of establishment, construction, operation, supervision, and management, maintenance, repair, replacement and expansion of all transmission lines, tanks, pumps, lift stations, meters and equipment to such Buchanan connector or connectors as are agreed upon from time to time by the parties hereto.

The Authority shall construct its line or lines to the point or points applicable or to such other point or points as may be mutually acceptable and agreed upon and shall connect its water line or lines to the line or lines of the City of Buchanan at such point or points. The City of Buchanan shall pay all of the cost of running its lines or lines to said point or points of connection.

9.

METERS

The Authority shall install meters at the point where the Authority's

line or lines connect to the City of Buchanan's line or lines, so as to calculate the number of gallons of water transmitted from the Authority to the City of Buchanan. In the event the parties shall determine by engineering data that the said meters do not correctly measure the number of gallons of water passing from the Authority into the City of Buchanan lines, the parties may establish other methods to correctly measure the number of gallons of water for the purpose of calculating the rate of charge.

The Authority shall pay for the cost of the meter or meters used, and all such meters shall be the property of the Authority and shall thereafter be maintained and replaced by the Authority, as such, but the City of Buchanan shall have the right to inspect any such meter or meters at all reasonable times. In the event any such meter or meters shall for a period of time fail to accurately measure the water passing through same, then in such event, until the meters are corrected, the charges due hereunder shall be computed on the average daily consumption shown by such meter or meters when properly functioning, or by the total use of water by the City of Buchanan during any of such periods as determined by the individual retail meters of the City of Buchanan if readings of same be available for a comparable period, making proper allowance for use of unmetered water. The Authority shall keep accurate records, books and accounts of the meter readings for each calendar month for the total number of gallons of water flowing from the Authority to all its customers, and the City of Buchanan shall have the right to inspect the meters and records of meter readings to it, to verify the quantity of water flow.

10. . .

FUTURE EXPANSION BY CITY

To encourage residential growth and future industrial expansion, the City of Buchanan shall have the option to purchase additional water over and above its normal day to day purchase from the Authority in amounts up to double its daily usage based on the average daily consumption over the previous 12 months period, provided that the City of Buchanan shall give the Authority written notice of its request and the Authority shall have 180 days within which to provide said water. Said rates shall be at the same minimum rate.

11.

FUTURE EXPANSION BY AUTHORITY THROUGH CITY SYSTEM

The City of Buchanan consents and agrees that the Authority shall have the right, from time to time, to connect to any of the water mains or distribution lines of the City in order to deliver water through such lines to the Authority's customers without the City. At such points where the water leaves the City System and enters the Authority's system, the Authority at its expense shall install acceptable meters to the City of Buchanan system. The City shall be under no duty to install larger lines within its system or other facilities to enable the Authority to transport water through its system, nor shall the Authority attach any customer to the City of Buchanan water system which will substantially impair, substantially decrease pressure or adversely affect the physical facilities in any manner of the City of Buchanan System.

No charge shall be made to the Authority for connecting into Buchanan's distribution system for the purpose of supplying water to non-corporate water customers of the Authority, provided however in addition to the water actually metered out of the Buchanan System, which shall be deducted from the City of Buchanan's monthly bill, an additional ten (10%) percent of said gallonage shall be considered Authority "shrinkage" within the City System and likewise deducted monthly.

12.

ANNEXATION

Nothing contained herein shall prevent the City of Buchanan from annexing areas to said City under any law now existing or hereinafter enacted. In the event that the City of Buchanan shall annex an area into said City, and should said City elect to, then said City shall have the right, to purchase from the Haralson County Water Authority, at its cost, plus any accrued interest on said cost, the lines existing within said area from the Authority.

The City of Buchanan further covenants and agrees to pay any sum due to the Haralson County Water Authority for the purchase of said lines to the United States Department of Agriculture, Farmers Home Administration, and/or any lender having a lien on said annexed system, to apply against the outstanding bonded indebtedness of the Haralson County Water Authority, provided

of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

17.

PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

18.

ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth.

19.

CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City of Buchanan shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

20.

INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out

Authority
Buchanan's Contract

1981 Water Contract
after service to
Bremen begins.

GEORGIA, HARALSON COUNTY.

THIS CONTRACT AND AGREEMENT, Made and entered into, this, the 11th day of November, 1981, by and between the HARALSON COUNTY WATER AUTHORITY, a Political Subdivision of the State of Georgia, hereinafter referred to as "Authority", as party of the first part, and the CITY OF BUCHANAN a Municipal Corporation of the State of Georgia, as party of the second part;

W I T N E S S E T H:

WHEREAS, the Authority operates a water system in Haralson County, Georgia, and sells water wholesale to some of the municipal corporations therein and

WHEREAS, the City of Buchanan owns and operates a water system of its own in said County for the use and benefit of its citizens, and

WHEREAS, the Authority and the City of Buchanan have an existing contract for the purchase and sale of water; and

WHEREAS, the Authority has entered into contracts with other municipalities, and

WHEREAS, it is desirable that all municipalities have the same or similar contracts to avoid confusion; and

WHEREAS, the authority and the City of Buchanan are desirous of entering into a new contract redefining their obligations and rights and extending the time thereof, and

WHEREAS, each of said parties have the authority to enter into a contract for such purpose for a term not exceeding fifty (50) years;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is contracted and agreed by and between

the Authority and the City of Buchanan, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1.

MINIMUM PURCHASE

Subject only to the provisions of this contract the Authority agrees to sell and to deliver to the City of Buchanan and the City of Buchanan agrees to purchase a minimum of 120,000 gallons or such other amounts as may be required under the terms of this contract of potable water each day during the period of this agreement for its own use and for distribution to its customers now or hereafter served by its water distribution system. The term of this agreement shall be fifty (50) years from the date hereof.

2.

SEPARATE SYSTEM

It is understood and agreed that the water systems of the Authority and of the City of Buchanan are to remain separate and distinct systems. The City of Buchanan shall continue to serve its present water customers located within and without its corporate limits and shall not be prevented or hindered in any manner or form from operating or extending its distribution system within or without its corporate limits.

3.

COMPATIBILITY OF SYSTEM

The Authority shall continually throughout the terms of this contract provide such pressures, equipment and lines to the tie-in connection or connections to the City of Buchanan system, so that the water shall be delivered to any storage point in the Buchanan Water System without additional expense or outlay of capital funds by the City of Buchanan.

4.

QUALIFIED OPERATORS OF PLANT

The Authority during the term of this contract shall provide operators of the water system licensed by the State Board of Examiners for Certified Water

and Wastewater Treatment Plant Operators.

5.

WATER RATE SCHEDULE

The Authority during the term of this contract shall charge for its water on the basis of two type water users, to-wit:

- (a) wholesale municipal user
- (b) non-municipal user.

The rate to the City of Buchanan and any other wholesale municipal users shall be the minimum rate charged by the Authority. No non-municipal user shall ever be charged the minimum rate. The price at which water shall be sold is to be determined from time to time by the Authority. Rates charged to non-municipal users shall at all times be at least ten (10%) percent greater than rates charged to wholesale municipal users, except that a non-municipal user that consumes at least one hundred thousand gallons (100,000) per month may receive a rate to be determined by the Authority, but which rate must be at least one (1%) percent above the rate charged to wholesale municipal users.

A wholesale municipal user shall be defined for the purposes of this contract as a municipal corporation created by the Georgia General Assembly or any other political subdivision of the State of Georgia, which purchases water from the Authority and has representation on the governing body of said Authority.

6.

PAYMENT

Payment to the Authority shall be made each calendar month within fifteen (15) days from the receipt of the Authority's bill by the City of Buchanan for the water so furnished to the City of Buchanan by the Authority for the preceding calendar month and in the event such payment is not made within the fifteen days from the receipt of said bill by the City of Buchanan, the Authority shall have the right and authority to discontinue the water provided for hereunder. Said payments shall initially commence in the month immediately following the first month in which the Authority's water line or lines are connected and supply water to the system of the City of Buchanan. Provided, however, the Authority shall not discontinue said water if there is

line or lines connect to the City of Buchanan's line or lines, so as to calculate the number of gallons of water transmitted from the Authority to the City of Buchanan. In the event the parties shall determine by engineering data that the said meters do not correctly measure the number of gallons of water passing from the Authority into the City of Buchanan lines, the parties may establish other methods to correctly measure the number of gallons of water for the purpose of calculating the rate of charge.

The Authority shall pay for the cost of the meter or meters used, and all such meters shall be the property of the Authority and shall thereafter be maintained and replaced by the Authority, as such, but the City of Buchanan shall have the right to inspect any such meter or meters at all reasonable times. In the event any such meter or meters shall for a period of time fail to accurately measure the water passing through same, then in such event, until the meters are corrected, the charges due hereunder shall be computed on the average daily consumption shown by such meter or meters when properly functioning, or by the total use of water by the City of Buchanan during any of such periods as determined by the individual retail meters of the City of Buchanan if readings of same be available for a comparable period, making proper allowance for use of unmetered water. The Authority shall keep accurate records, books and accounts of the meter readings for each calendar month for the total number of gallons of water flowing from the Authority to all its customers, and the City of Buchanan shall have the right to inspect the meters and records of meter readings to it, to verify the quantity of water flow.

10.

FUTURE EXPANSION BY CITY

To encourage residential growth and future industrial expansion, the City of Buchanan shall have the option to purchase additional water over and above its normal day to day purchase from the Authority in amounts up to double its daily usage based on the average daily consumption over the previous 12 months period, provided that the City of Buchanan shall give the Authority written notice of its request and the Authority shall have 180 days within which to provide said water. Said rates shall be at the same minimum rate.

11.

FUTURE EXPANSION BY AUTHORITY THROUGH CITY SYSTEM

The City of Buchanan consents and agrees that the Authority shall have the right, from time to time, to connect to any of the water mains or distribution lines of the City in order to deliver water through such lines to the Authority's customers without the City. At such points where the water leaves the City System and enters the Authority's system, the Authority at its expense shall install acceptable meters to the City of Buchanan system. The City shall be under no duty to install larger lines within its system or other facilities to enable the Authority to transport water through its system, nor shall the Authority attach any customer to the City of Buchanan water system which will substantially impair, substantially decrease pressure or adversely affect the physical facilities in any manner of the City of Buchanan System.

No charge shall be made to the Authority for connecting into Buchanan distribution system for the purpose of supplying water to non-corporate water customers of the Authority, provided however in addition to the water actually metered out of the Buchanan System, which shall be deducted from the City of Buchanan's monthly bill, an additional ten (10%) percent of said gallonage shall be considered Authority "shrinkage" within the City System and likewise deducted monthly.

12.

ANNEXATION

Nothing contained herein shall prevent the City of Buchanan from annexing areas to said City under any law now existing or hereinafter enacted. In the event that the City of Buchanan shall annex an area into said City, and should said City elect to, then said City shall have the right, to purchase from the Haralson County Water Authority, at its cost, plus any accrued interest on said cost, the lines existing within said area from the Authority.

The City of Buchanan further covenants and agrees to pay any sum due to the Haralson County Water Authority for the purchase of said lines to the United States Department of Agriculture, Farmers Home Administration, and/or any lender having a lien on said annexed system, to apply against the outstanding bonded indebtedness of the Haralson County Water Authority, provided

that any sums are due to the United States Department of Agriculture, Farmers Home Administration, and/or any other lender by said Authority. If there are no sums owed to the United States Department of Agriculture, Farmers Home Administration and/or any other lender by the Authority at the time of a purchase as hereinbefore provided by the City, then in said event the sums due shall be payable to the Haralson County Water Authority.

The City further covenants and agrees that should it elect to purchase any of said lines that it will re-locate any master meters or other devices belonging to the Authority which meter water into the City of Buchanan at a place mutually agreed upon between said parties at the expense of the City of Buchanan.

13.

AMENDMENT OF OTHER MUNICIPAL CONTRACTS

The City of Buchanan acknowledges that the Authority presently has outstanding contracts with other municipal corporations located in the County of Haralson, and proposes to enter into a contract with the City of Buchanan relative to the purchase of water, and the City of Buchanan hereby waives any objection it might have to the Haralson County Water Authority entering into a new contract with the City of Tallapoosa, provided that in no event shall the Authority contract to sell water to a customer for a lesser rate than is being charged under the terms and provisions of this contract.

14.

SUSPENSION OF SERVICE

In case of reason of force majeure either the Authority or the City of Buchanan shall be rendered unable wholly or in part to carry out the obligations under this contract, other than the obligation of the City of Buchanan or the Authority to make the payments required under the terms hereof, then the Authority or the City of Buchanan shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no

longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, other than orders concerning water quality control or treatment, or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the Authority to operate its water system, or City of Buchanan to operate its water system, or on account of any other causes not reasonably within the control of the party claiming such inability.

Should the Authority's ability to produce water be materially reduced by reason of force majeure, then the Authority shall prorate the water available to it between the City of Buchanan and the Authority's other customers on the basis of their relative consumption during the preceding calendar year and the Authority shall not be obligated hereby to deliver to the City of Buchanan any water in excess of its share under such proration.

15.

NOTICES

All notices required to be served by provisions of this contract may be served on any of the parties hereby by personally handing a copy to an officer or official thereof, or may be served by sending a letter duly addressed and postage prepaid by United States Mail. Notices to be served on the Authority shall be mailed to P. O. Box 488, Buchanan, Georgia, 30113, unless otherwise instructed. Notices to be served on the City of Buchanan shall be mailed to "City Hall", Buchanan, Georgia, 30113, unless otherwise instructed.

16.

REMEDIES UPON BREACH BY EITHER PARTY

In the event that the Authority or the City shall fail to perform any of its obligations under the terms and provisions of this agreement, each

of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

17.

PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

18.

ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth.

19.

CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City of Buchanan shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

20.

INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out

of the activities which each have contracted to perform.

21.

CAPTIONS

Titles or captions of paragraphs contained in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this contract or the intent of any provision hereof.

22.

WAIVER

A failure on the part of either party to initiate action as to any breach of the terms and provisions of this contract shall not be deemed as a waiver of the right of said party to institute an action for any subsequent breach of said provision of said contract.

23.

CANCELLATION OF PRIOR AGREEMENTS

This agreement supercedes and cancels any and all previous agreements between the parties hereto.

24.

INVALID PROVISION, EFFECT OF

That should any phrase, clause, sentence, paragraph or section of this contract be held invalid or unconstitutional by any Court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in nowise effect any or all of the remaining provisions, all of which shall remain in full force and effect.

25.

MODIFICATION OR CHANGE OF CONTRACT

No alterations or variation of the terms of this contract shall be valid unless made in writing and signed by both of the parties hereto, provided no such change or modification may be made which will adversely affect

the prompt payment when due of all monies required to be paid by the City under the terms of this contract, and no such change or modification shall be effective which violates in any respect any provisions of the resolutions of the Authority under which it has issued its revenue bonds.

26.

INITIAL RATE FOR FIRST YEAR

There is hereby established an initial rate for the water to be furnished hereunder of Seventy Cents (\$.70) per thousand gallons, which rate shall remain in effect for a period of at least one year from the date on which service by the Authority to the City of Bremen is commenced under the terms of the Authority's contract with said City of Bremen.

27.

CRITERIA FOR OPERATING AUTHORITY AND RATE CHANGES

Subject to the limitations of this contract, the parties hereto recognize the obligation of the Authority to establish and from time to time, revise the rate of compensation for water sold and services rendered by the Authority to the City under this contract so that the revenues of the Authority will be sufficient to enable the Authority to efficiently operate and maintain the system and to perform its obligations covenanted to be performed under the adopted resolutions or resolutions authorizing the issuance of such revenue bond and the rates so established shall be sufficient to produce gross revenues from all its customers to defray and pay the following expenses, costs and charges, and to establish and maintain the following reserves:

(a) Necessary expenses of current operation, maintenance and repair;

(b) Principal and interest of revenue bonds issued by the Authority, together with the sinking fund reserve requirements in connection with same;

(c) Reasonable reserves as determined by the Authority for the extension and improvement of the water supply system.

The Authority agrees that in establishing, adjusting and maintaining the rates of compensation for water sold and delivered, that such rate will be

established at the lowest figure possible consistent with the requirements of the foregoing paragraph hereinbefore set out.

28.

AUTHORIZATION OF CITY OF BUCHANAN

A certified copy of a resolution of the Mayor and Council of the City of Buchanan authorizing the Mayor and the Clerk of the Mayor and Council to execute this contract for and on behalf of the City of Buchanan is hereby attached marked "Exhibit A", and incorporated by reference herein and made a part of this contract.

29.

AUTHORIZATION OF AUTHORITY

A certified copy of a resolution of the Authority authorizing the Chairman and Secretary-Treasurer of the Authority to execute this contract for and on behalf of the Authority is hereto attached, marked "Exhibit B", and incorporated herein and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by such, have caused this contract and agreement to be executed in duplicate and the official seals of each properly affixed, this 11 day of November, 1981.

Attest:

J. C. Simmons
Secretary-Treasurer

(Seal)

HARALSON COUNTY WATER AUTHORITY

By: Jim F. Smith
Chairman

Attest:

William M. Halcorabe
Clerk, Mayor & Council

(SEAL)

CITY OF BUCHANAN

By: Carolyn S. Wade
Buchanan

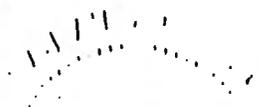
CLERK'S CERTIFICATE

GEORGIA, HARALSON COUNTY

I, Vivian M. Holcombe, Clerk of the Mayor and Council, City of Buchanan, Georgia, do hereby certify that the above and foregoing page of type-written matter is a true and correct copy of a Resolution passed by said Mayor and Council of the City of Buchanan, authorizing the Mayor and the Clerk of the Mayor and Council to execute for and on behalf of the City of Buchanan a contract with the Haralson County Water Authority to purchase water for the City of Buchanan, and that said Resolution was duly passed on the 11 day of Nov 1981, the original of which is now in the Clerk's office of the Mayor and Council of the City of Buchanan.

This, 11 day of November, 1981.

Witness my official hand and seal of the City of Buchanan.


Vivian M. Holcombe

Clerk of the Mayor and Council

(Seal)

"EXHIBIT A CONTINUED"

GEORGIA, HARALSON COUNTY.

THIS CONTRACT AND AGREEMENT, Made and entered into, this, the 11th day of November, 1981, by and between the HARALSON COUNTY WATER AUTHORITY, a Political Subdivison of the State of Georgia, hereinafter referred to as "Authority", as party of the first part, and the CITY OF TALLAPOOS, a Municipal Corporation of the State of Georgia, as party of the second part;

W I T N E S S E T H:

WHEREAS, the Authority operates a water system in Haralson County, Georgia, and sells water wholesale to some of the municipal corporation therein, and

WHEREAS, the City of Tallapoosa owns and operates a water system of its own in said County for the use and benefit of its citizens, and

WHEREAS, the Authority and the City of Tallapoosa have an existing contract for the purchase and sale of water; and

WHEREAS, the Authority has entered into contracts with other municipalities, and

WHEREAS, it is desirable that all municipalities have the same or similar contracts to avoid confusion; and

WHEREAS, the authority and the City of Tallapoosa are desirous of entering into a new contract redefining their obligations and rights and extending the time thereof, and

WHEREAS, each of said parties have the authority to enter into a contract for such purpose for a term not exceeding fifty (50) years;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is contracted and agreed by and between

the Authority and the City of Tallapoosa, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1.

MINIMUM PURCHASE

Subject only to the provisions of this contract the Authority agrees to sell and to deliver to the City of Tallapoosa and the City of Tallapoosa agrees to purchase a minimum of 450,082 gallons or such other amounts as may be required under the terms of this contract of potable water each day during the period of this agreement for its own use and for distribution to its customers now or hereafter served by its water distribution system. The term of this agreement shall be fifty (50) years from the date hereof.

2.

SEPARATE SYSTEM

It is understood and agreed that the water systems of the Authority and of the City of Tallapoosa are to remain separate and distinct systems. The City of Tallapoosa shall continue to serve its present water customers located within and without its corporate limits and shall not be prevented or hindered in any manner or form from operating or extending its distribution system within or without its corporate limits.

3.

COMPATIBILITY OF SYSTEM

The Authority shall continually throughout the terms of this contract provide such pressures, equipment and lines to the tie-in connection or connections to the City of Tallapoosa system, so that the water shall be delivered to any storage point in the Tallapoosa Water System without additional expense or outlay of capital funds by the City of Tallapoosa.

4.

QUALIFIED OPERATORS OF PLANT

The Authority during the term of this contract shall provide operators of the water system licensed by the State Board of Examiners for Certified Water

a legitimate dispute as to the amount due if the City of Tallapoosa has first paid such amounts which are not in dispute.

7.

SOURCE OF FUNDS TO COMPLY WITH CONTRACT

Neither the Authority nor the City of Tallapoosa shall ever have the right to demand payment by the other party of any obligation assumed or imposed upon such party under and by virtue of this contract from any funds raised or to be raised by taxation. Neither party's obligation under this contract shall ever be construed to be a debt of such party of such kind as to require it to levy and collect a tax to discharge such obligation, it being expressly understood and agreed that all payment due by the parties hereunder are to be made from revenues derived from the operation of their respective water systems, such payments ranking equally with the operating charge for salaries, wages, maintenance and other operating expenses of such system, but nothing herein contained shall be construed as prohibiting either of the parties from making payments from other funds lawfully available to it for such purpose.

8.

MAINTENANCE OF TRANSMISSION LINE FROM AUTHORITY TO TALLAPOOSA SYSTEM

The Authority shall be solely responsible for the cost of establishment, construction, operation, supervision, and management, maintenance, repair, replacement and expansion of all transmission lines, tanks, pumps, lift stations, meters and equipment to such Tallapoosa connector or connectors as are agreed upon from time to time by the parties hereto.

The Authority shall construct its line or lines to the point or points applicable or to such other point or points as may be mutually acceptable and agreed upon and shall connect its water line or lines to the line or lines of the City of Tallapoosa at such point or points. The City of Tallapoosa shall pay all of the cost of running its lines or lines to said point or points of connection.

9.

METERS

The Authority shall install meters at the point where the Authority's

line or lines connect to the City of Tallapoosa's line or lines, so as to calculate the number of gallons of water transmitted from the Authority to the City of Tallapoosa. In the event the parties shall determine by engineering data that the said meters do not correctly measure the number of gallons of water passing from the Authority into the City of Tallapoosa lines, the parties may establish other methods to correctly measure the number of gallons of water for the purpose of calculating the rate of charge.

The Authority shall pay for the cost of the meter or meters used, and all such meters shall be the property of the Authority and shall thereafter be maintained and replaced by the Authority, as such, but the City of Tallapoosa shall have the right to inspect any such meter or meters at all reasonable times. In the event any such meter or meters shall for a period of time fail to accurately measure the water passing through same, then in such event, until the meters are corrected, the charges due hereunder shall be computed on the average daily consumption shown by such meter or meters when properly functioning, or by the total use of water by the City of Tallapoosa during any of such periods as determined by the individual retail meters of the City of Tallapoosa if readings of same be available for a comparable period, making proper allowance for use of unmetered water. The Authority shall keep accurate records, books and accounts of the meter readings for each calendar month for the total number of gallons of water flowing from the Authority to all its customers, and the City of Tallapoosa shall have the right to inspect the meters and records of meter readings to it, to verify the quantity of water flow.

10. . .

FUTURE EXPANSION BY CITY

To encourage residential growth and future industrial expansion, the City of Tallapoosa shall have the option to purchase additional water over and above its normal day to day purchase from the Authority in amounts up to double its daily usage based on the average daily consumption over the previous 12 months period, provided that the City of Tallapoosa shall give the Authority written notice of its request and the Authority shall have 180 days within which to provide said water. Said rates shall be at the same minimum rate.

11.

FUTURE EXPANSION BY AUTHORITY THROUGH CITY SYSTEM

The City of Tallapoosa consents and agrees that the Authority shall have the right, from time to time, to connect to any of the water mains or distribution lines of the City in order to deliver water through such lines to the Authority's customers without the City. At such points where the water leaves the City System and enters the Authority's system, the Authority at its expense shall install acceptable meters to the City of Tallapoosa system. The City shall be under no duty to install larger lines within its system or other facilities to enable the Authority to transport water through its system, nor shall the Authority attach any customer to the City of Tallapoosa water system which will substantially impair, substantially decrease pressure or adversely affect the physical facilities in any manner of the City of Tallapoosa System.

No charge shall be made to the Authority for connecting into Tallapoosa's distribution system for the purpose of supplying water to non-corporate water customers of the Authority, provided however in addition to the water actually metered out of the Tallapoosa System, which shall be deducted from the City of Tallapoosa's monthly bill, an additional ten (10%) percent of said gallonage shall be considered, Authority "shrinkage" within the City System and likewise, deducted monthly.

12.

ANNEXATION

Nothing contained herein shall prevent the City of Tallapoosa from annexing areas to said City under any law now existing or hereinafter enacted. In the event that the City of Buchanan shall annex an area into said City, and should said City elect to, then said City shall have the right, to purchase from the Haralson County Water Authority, at its cost, plus any accrued interest on said cost, the lines existing within said area from the Authority.

The City of Tallapoosa further coveqants and agrees to pay any sum due to the Haralson County Water Authority for the purchase of said lines to the United States Department of Agriculture, Farmers Home Administration, and/or any lender having a lien on said annexed system, to apply against the outstanding bonded indebtedness of the Haralson County Water Authority, provided

that any sums are due to the United States Department of Agriculture, Farmers Home Administration, and/or any other lender by said Authority. If there are no sums owed to the United States Department of Agriculture, Farmers Home Administration and/or any other lender by the Authority at the time of a purchase as hereinbefore provided by the City, then in said event the sums due shall be payable to the Haralson County Water Authority.

The City further covenants and agrees that should it elect to purchase any of said lines that it will re-locate any master meters or other devices belonging to the Authority which meter water into the City of Tallapoosa at a place mutually agreed upon between said parties at the expense of the City of Tallapoosa.

13.

AMENDMENT OF OTHER MUNICIPAL CONTRACTS

The City of Tallapoosa acknowledges that the Authority presently has outstanding contracts with other municipal corporations located in the County of Haralson, and proposes to enter into a contract with the City of Tallapoosa relative to the purchase of water, and the City of Tallapoosa hereby waives any objection it might have to the Haralson County Water Authority entering into a new contract with the City of _____, provided that in no event shall the Authority contract to sell water to a customer for a lesser rate than is being charged under the terms and provisions of this contract.

14.

SUSPENSION OF SERVICE

In case of reason of force majeure either the Authority or the City of Tallapoosa shall be rendered unable wholly or in part to carry out the obligations under this contract, other than the obligation of the City of Tallapoosa or the Authority to make the payments required under the terms hereof, then the Authority or the City of Tallapoosa shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no

longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, other than orders concerning water quality control or treatment, or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the Authority to operate its water system, or City of Tallapoosa to operate its water system, or on account of any other causes not reasonably within the control of the party claiming such inability.

Should the Authority's ability to produce water be materially reduced by reason of force majeure, then the Authority shall prorate the water available to it between the City of Tallapoosa and the Authority's other customers on the basis of their relative consumption during the preceding calendar year and the Authority shall not be obligated hereby to deliver to the City of Tallapoosa any water in excess of its share under such proration.

15.

NOTICES

All notices required to be served by provisions of this contract may be served on any of the parties hereby by personally handing a copy to an officer or official thereof, or may be served by sending a letter duly addressed and postage prepaid by United States Mail. Notices to be served on the Authority shall be mailed to P. O. Box 488, Buchanan, Georgia, 30113, unless otherwise instructed. Notices to be served on the City of Tallapoosa shall be mailed to "City Hall", Tallapoosa, Georgia, 30176, unless otherwise instructed.

16.

REMEDIES UPON BREACH BY EITHER PARTY

In the event that the Authority or the City shall fail to perform any of its obligations under the terms and provisions of this agreement, each

of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

17.

PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

18.

ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding; either oral or written, between them other than are herein set forth.

19.

CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City of Tallapoosa shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

20.

INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out

of the activities which each have contracted to perform.

21.

CAPTIONS

Titles or captions of paragraphs contained in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this contract or the intent of any provision hereof.

22.

WAIVER

A failure on the part of either party to initiate action as to any breach of the terms and provisions of this contract shall not be deemed as a waiver of the right of said party to institute an action for any subsequent breach of said provision of said contract.

23.

CANCELLATION OF PRIOR AGREEMENTS

This agreement supercedes and cancels any and all previous agreements between the parties hereto.

24.

INVALID PROVISION, EFFECT OF

That should any phrase, clause, sentence, paragraph or section of this contract be held invalid or unconstitutional by any Court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in nowise effect any or all of the remaining provisions, all of which shall remain in full force and effect.

25.

MODIFICATION OR CHANGE OF CONTRACT

No alterations or variation of the terms of this contract shall be valid unless made in writing and signed by both of the parties hereto, provided no such change or modification may be made which will adversely affect

the prompt payment when due of all monies required to be paid by the City under the terms of this contract, and no such change or modification shall be effective which violates in any respect any provisions of the resolutions of the Authority under which it has issued its revenue bonds.

26.

INITIAL RATE FOR FIRST YEAR

There is hereby established an initial rate for the water to be furnished hereunder of Seventy Cents (\$.70) per thousand gallons, which rate shall remain in effect for a period of at least one year from the date on which service by the Authority to the City of Bremen is commenced under the terms of the Authority's contract with said City of Bremen.

27.

CRITERIA FOR OPERATING AUTHORITY AND RATE CHANGES

Subject to the limitations of this contract, the parties hereto recognize the obligation of the Authority to establish and from time to time, revise the rate of compensation for water sold and services rendered by the Authority to the City under this contract so that the revenues of the Authority will be sufficient to enable the Authority to efficiently operate and maintain the system and to perform its obligations covenanted to be performed under the adopted resolutions or resolutions authorizing the issuance of such revenue bond and the rates so established shall be sufficient to produce gross revenues from all its customers to defray and pay the following expenses, costs and charges, and to establish and maintain the following reserves:

- (a) Necessary expenses of current operation, maintenance and repair;
- (b) Principal and interest of revenue bonds issued by the Authority, together with the sinking fund reserve requirements in connection with same;
- (c) Reasonable reserves as determined by the Authority for the extension and improvement of the water supply system.

The Authority agrees that in establishing, adjusting and maintaining the rates of compensation for water sold and delivered, that such rate will be

established at the lowest figure possible consistent with the requirements of the foregoing paragraph hereinbefore set out.

28.

AUTHORIZATION OF CITY OF TALLAPOOSA

A certified copy of a resolution of the Mayor and Council of the City of Tallapoosa authorizing the Mayor and the Clerk of the Mayor and Council to execute this contract for and on behalf of the City of Tallapoosa is hereby attached, marked "Exhibit A", and incorporated by reference herein and made a part of this contract.

29.

AUTHORIZATION OF AUTHORITY

A certified copy of a resolution of the Authority authorizing the Chairman and Secretary-Treasurer of the Authority to execute this contract for and on behalf of the Authority is hereto attached, marked "Exhibit B", and incorporated herein and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto acting by and through their, duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by such, have caused this contract and agreement to be executed in duplicate and the official seals of each properly affixed, this 11th day of Nov., 1981.

Attest:

J. C. Summerwill
Secretary-Treasurer

(Seal)

HARALSON COUNTY WATER AUTHORITY

By: Jim F. Smith
Chairman

Attest:

Philip E. ...
Clerk, Mayor & Council

(SEAL)

CITY OF TALLAPOOSA

By: Raymond ...
Tallapoosa

GEORGIA, HARALSON COUNTY.

THIS CONTRACT AND AGREEMENT, Made and entered into, this, the 11th day of November, 1981, by and between the HARALSON COUNTY WATER AUTHORITY, a Political Subdivison of the State of Georgia, hereinafter referred to as "Authority", as party of the first part, and the CITY OF TALLAPOOS a Municipal Corporation of the State of Georgia, as party of the second part;

W I T N E S S E T H:

WHEREAS, the Authority operates a water system in Haralson County, Georgia, and sells water wholesale to some of the municipal corporation therein, and

WHEREAS, the City of Tallapoosa owns and operates a water system of its own in said County for the use and benefit of its citizens, and

WHEREAS, the Authority and the City of Tallapoosa have an existing contract for the purchase and sale of water; and

WHEREAS, the Authority has entered into contracts with other municipalities, and

WHEREAS, it is desirable that all municipalities have the same or similar contracts to avoid confusion; and

WHEREAS, the authority and the City of Tallapoosa are desirous of entering into a new contract redefining their obligations and rights and extending the time thereof, and

WHEREAS, each of said parties have the authority to enter into a contract for such purpose for a term not exceeding fifty (50) years;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is contracted and agreed by and between

Exhibit A

the Authority and the City of Tallapoosa, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1.

MINIMUM PURCHASE

Subject only to the provisions of this contract the Authority agrees to sell and to deliver to the City of Tallapoosa and the City of Tallapoosa agrees to purchase a minimum of 450,082 gallons or such other amounts as may be required under the terms of this contract of potable water each day during the period of this agreement for its own use and for distribution to its customers now or hereafter served by its water distribution system. The term of this agreement shall be fifty (50) years from the date hereof.

2.

SEPARATE SYSTEM

It is understood and agreed that the water systems of the Authority and of the City of Tallapoosa are to remain separate and distinct systems. The City of Tallapoosa shall continue to serve its present water customers located within and without its corporate limits and shall not be prevented or hindered in any manner or form from operating or extending its distribution system within or without its corporate limits.

3.

COMPATIBILITY OF SYSTEM

The Authority shall continually throughout the terms of this contract provide such pressures, equipment and lines to the tie-in connection or connections to the City of Tallapoosa system, so that the water shall be delivered to any storage point in the Tallapoosa Water System without additional expense or outlay of capital funds by the City of Tallapoosa.

4.

QUALIFIED OPERATORS OF PLANT

The Authority during the term of this contract shall provide operators of the water system licensed by the State Board of Examiners for Certified Water

and Wastewater Treatment Plant Operators.

5.

WATER RATE SCHEDULE

The Authority during the term of this contract shall charge for its water on the basis of two type water users, to-wit:

- (a) wholesale municipal user
- (b) non-municipal user.

The rate to the City of Tallapoosa and any other wholesale municipal users shall be the minimum rate charged by the Authority. No non-municipal user shall ever be charged the minimum rate. The price at which water shall be sold is to be determined from time to time by the Authority. Rates charged to non-municipal users shall at all times be at least ten (10%) percent greater than rates charged to wholesale municipal users, except that a non-municipal user that consumes at least one hundred thousand gallons (100,000) per month may receive a rate to be determined by the Authority, but which rate must be at least one (1%) percent above the rate charged to wholesale municipal users.

A wholesale municipal user shall be defined for the purposes of this contract as a municipal corporation created by the Georgia General Assembly or any other political subdivision of the State of Georgia, which purchases water from the Authority and has representation on the governing body of said Authority

6.

PAYMENT

Payment to the Authority shall be made each calendar month within fifteen (15) days from the receipt of the Authority's bill by the City of Tallapoosa for the water so furnished to the City of Tallapoosa by the Authority for the preceding calendar month and in the event such payment is not made within the fifteen days from the receipt of said bill by the City of Tallapoosa, the Authority shall have the right and authority to discontinue the water provided for hereunder. Said payments shall initially commence in the month immediately following the first month in which the Authority's water line or lines are connected and supply water to the system of the City of Tallapoosa. Provided, however, the Authority shall not discontinue said water if there is

a legitimate dispute as to the amount due if the City of Tallapoosa has first paid such amounts which are not in dispute.

7.

SOURCE OF FUNDS TO COMPLY WITH CONTRACT

Neither the Authority nor the City of Tallapoosa shall ever have the right to demand payment by the other party of any obligation assumed or imposed upon such party under and by virtue of this contract from any funds raised or to be raised by taxation. Neither party's obligation under this contract shall ever be construed to be a debt of such party of such kind as to require it to levy and collect a tax to discharge such obligation, it being expressly understood and agreed that all payment due by the parties hereunder are to be made from revenues derived from the operation of their respective water systems, such payments ranking equally with the operating charge for salaries, wages, maintenance and other operating expenses of such system, but nothing herein contained shall be construed as prohibiting either of the parties from making payments from other funds lawfully available to it for such purpose.

8.

MAINTENANCE OF TRANSMISSION LINE FROM AUTHORITY TO TALLAPOOSA SYSTEM

The Authority shall be solely responsible for the cost of establishment, construction, operation, supervision, and management, maintenance, repair, replacement and expansion of all transmission lines, tanks, pumps, lift stations, meters and equipment to such Tallapoosa connector or connectors as are agreed upon from time to time by the parties hereto.

The Authority shall construct its line or lines to the point or points applicable or to such other point or points as may be mutually acceptable and agreed upon and shall connect its water line or lines to the line or lines of the City of Tallapoosa at such point or points. The City of Tallapoosa shall pay all of the cost of running its lines or lines to said point or points of connection.

9.

METERS

The Authority shall install meters at the point where the Authority's

line or lines connect to the City of Tallapoosa's line or lines, so as to calculate the number of gallons of water transmitted from the Authority to the City of Tallapoosa. In the event the parties shall determine by engineering data that the said meters do not correctly measure the number of gallons of water passing from the Authority into the City of Tallapoosa lines, the parties may establish other methods to correctly measure the number of gallons of water for the purpose of calculating the rate of charge.

The Authority shall pay for the cost of the meter or meters used, and all such meters shall be the property of the Authority and shall thereafter be maintained and replaced by the Authority, as such, but the City of Tallapoosa shall have the right to inspect any such meter or meters at all reasonable times. In the event any such meter or meters shall for a period of time fail to accurately measure the water passing through same, then in such event, until the meters are corrected, the charges due hereunder shall be computed on the average daily consumption shown by such meter or meters when properly functioning, or by the total use of water by the City of Tallapoosa during any of such periods as determined by the individual retail meters of the City of Tallapoosa if readings of same be available for a comparable period, making proper allowance for use of unmetered water. The Authority shall keep accurate records, books and accounts of the meter readings for each calendar month for the total number of gallons of water flowing from the Authority to all its customers, and the City of Tallapoosa shall have the right to inspect the meters and records of meter readings to it, to verify the quantity of water flow.

10.

FUTURE EXPANSION BY CITY

To encourage residential growth and future industrial expansion, the City of Tallapoosa shall have the option to purchase additional water over and above its normal day to day purchase from the Authority in amounts up to double its daily usage based on the average daily consumption over the previous 12 months period, provided that the City of Tallapoosa shall give the Authority written notice of its request and the Authority shall have 180 days within which to provide said water. Said rates shall be at the same minimum rate.

FUTURE EXPANSION BY AUTHORITY THROUGH CITY SYSTEM

The City of Tallapoosa consents and agrees that the Authority shall have the right, from time to time, to connect to any of the water mains or distribution lines of the City in order to deliver water through such lines to the Authority's customers without the City. At such points where the water leaves the City System and enters the Authority's system, the Authority at its expense shall install acceptable meters to the City of Tallapoosa system. The City shall be under no duty to install larger lines within its system or other facilities to enable the Authority to transport water through its system, nor shall the Authority attach any customer to the City of Tallapoosa water system which will substantially impair, substantially decrease pressure or adversely affect the physical facilities in any manner of the City of Tallapoosa System.

No charge shall be made to the Authority for connecting into Tallapoosa distribution system for the purpose of supplying water to non-corporate water customers of the Authority, provided however in addition to the water actually metered out of the Tallapoosa System, which shall be deducted from the City of Tallapoosa's monthly bill, an additional ten (10%) percent of said gallonage shall be considered Authority "shrinkage" within the City System and likewise deducted monthly.

ANNEXATION

Nothing contained herein shall prevent the City of Tallapoosa from annexing areas to said City under any law now existing or hereinafter enacted. In the event that the City of Buchanan shall annex an area into said City, and should said City elect to, then said City shall have the right, to purchase from the Haralson County Water Authority, at its cost, plus any accrued interest on said cost, the lines existing within said area from the Authority.

The City of Tallapoosa further covenants and agrees to pay any sum due to the Haralson County Water Authority for the purchase of said lines to the United States Department of Agriculture, Farmers Home Administration, and/or any lender having a lien on said annexed system, to apply against the outstanding bonded indebtedness of the Haralson County Water Authority, provided

that any sums are due to the United States Department of Agriculture, Farmers Home Administration, and/or any other lender by said Authority. If there are no sums owed to the United States Department of Agriculture, Farmers Home Administration and/or any other lender by the Authority at the time of a purchase as hereinbefore provided by the City, then in said event the sums due shall be payable to the Haralson County Water Authority.

The City further covenants and agrees that should it elect to purchase any of said lines that it will re-locate any master meters or other devices belonging to the Authority which meter water into the City of Tallapoosa at a place mutually agreed upon between said parties at the expense of the City of Tallapoosa.

13.

AMENDMENT OF OTHER MUNICIPAL CONTRACTS

The City of Tallapoosa acknowledges that the Authority presently has outstanding contracts with other municipal corporations located in the County of Haralson, and proposes to enter into a contract with the City of Tallapoosa relative to the purchase of water, and the City of Tallapoosa hereby waives any objection it might have to the Haralson County Water Authority entering into a new contract with the City of Buchanan, provided that in no event shall the Authority contract to sell water to a customer for a lesser rate than is being charged under the terms and provisions of this contract.

14.

SUSPENSION OF SERVICE

In case of reason of force majeure either the Authority or the City of Tallapoosa shall be rendered unable wholly or in part to carry out the obligations under this contract, other than the obligation of the City of Tallapoosa or the Authority to make the payments required under the terms hereof, then the Authority or the City of Tallapoosa shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no

longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, other than orders concerning water quality control or treatment, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the Authority to operate its water system, or City of Tallapoosa to operate its water system, or on account of any other causes not reasonably within the control of the party claiming such inability.

Should the Authority's ability to produce water be materially reduced by reason of force majeure, then the Authority shall prorate the water available to it between the City of Tallapoosa and the Authority's other customers on the basis of their relative consumption during the preceding calendar year and the Authority shall not be obligated hereby to deliver to the City of Tallapoosa any water in excess of its share under such proration.

15.

NOTICES

All notices required to be served by provisions of this contract may be served on any of the parties hereby by personally handing a copy to an officer or official thereof, or may be served by sending a letter duly addressed and postage prepaid by United States Mail. Notices to be served on the Authority shall be mailed to P. O. Box 488, Buchanan, Georgia, 30113, unless otherwise instructed. Notices to be served on the City of Tallapoosa shall be mailed to "City Hall", Tallapoosa, Georgia, 30176, unless otherwise instructed.

16.

REMEDIES UPON BREACH BY EITHER PARTY

In the event that the Authority or the City shall fail to perform any of its obligations under the terms and provisions of this agreement, each

of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

17.

PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

18.

ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth.

19.

CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City of Tallapoosa shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

20.

INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out

of the activities which each have contracted to perform.

21.

CAPTIONS

Titles or captions of paragraphs contained in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this contract or the intent of any provision hereof.

22.

WAIVER

A failure on the part of either party to initiate action as to any breach of the terms and provisions of this contract shall not be deemed as a waiver of the right of said party to institute an action for any subsequent breach of said provision of said contract.

23.

CANCELLATION OF PRIOR AGREEMENTS

This agreement supercedes and cancels any and all previous agreements between the parties hereto.

24.

INVALID PROVISION, EFFECT OF

That should any phrase, clause, sentence, paragraph or section of this contract be held invalid or unconstitutional by any Court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in nowise effect any or all of the remaining provisions, all of which shall remain in full force and effect.

25.

MODIFICATION OR CHANGE OF CONTRACT

No alterations or variation of the terms of this contract shall be valid unless made in writing and signed by both of the parties hereto, provided no such change or modification may be made which will adversely affect

established at the lowest figure possible consistent with the requirements of the foregoing paragraph hereinbefore set out.

28.

AUTHORIZATION OF CITY OF TALLAPOOSA

A certified copy of a resolution of the Mayor and Council of the City of Tallapoosa authorizing the Mayor and the Clerk of the Mayor and Council to execute this contract for and on behalf of the City of Tallapoosa is hereby attached, marked "Exhibit A", and incorporated by reference herein and made a part of this contract.

29.

AUTHORIZATION OF AUTHORITY

A certified copy of a resolution of the Authority authorizing the Chairman and Secretary-Treasurer of the Authority to execute this contract for and on behalf of the Authority is hereto attached, marked "Exhibit B", and incorporated herein and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by such, have caused this contract and agreement to be executed in duplicate and the official seals of each properly affixed, this 11th day of Nov., 1981.

Attest:

J. C. Summerwillo
Secretary-Treasurer

(Seal)

HARALSON COUNTY WATER AUTHORITY

By: Jim F. Smith

Chairman

Attest:

Phil Benson
Clerk, Mayor & Council

(SEAL)

CITY OF TALLAPOOSA

By: Raymond Smith

Tallapoosa

GEORGIA, HARALSON COUNTY.

THIS CONTRACT AND AGREEMENT, made and entered into this 8th day of July, 1980, by and between the HARALSON COUNTY WATER AUTHORITY, a political subdivision of the State of Georgia, hereinafter referred to as "Authority", as party of the first part, and the CITY OF BREMEN, a municipal corporation of the said State of Georgia, as party of the second part.

WITNESSETH:

WHEREAS, the Authority operates a water system in Haralson County, Georgia and sells water wholesale to some of the municipal corporations therein, and

WHEREAS, the City of Bremen owns and operates a water system of its own in said County for the use and benefit of its citizens, and

WHEREAS, the Authority is willing to sell and the City of Bremen desires to purchase potable water, and

WHEREAS, each of said parties have the authority to enter into a contract for such purpose for a term not exceeding fifty (50) years;

NOW THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is contracted and agreed by and between the Authority and the City of Bremen, each acting by and through its duly authorized officials, governing authorities and agents pursuant to resolutions and ordinances duly, legally and properly adopted.

1. MINIMUM PURCHASE

Subject only to the provisions of this contract the Authority agrees to sell and to deliver to the City of Bremen and the City of Bremen agrees to purchase a minimum of 400,000 gallons or such other amounts as may be required under the terms of this contract of potable water each day during the period of this agreement for its own use and for distribution to its customers now or hereafter served by its water distribution system. The term of this agreement shall be fifty (50) years from the date hereof.

2. SEPARATE SYSTEM

It is understood and agreed that the water systems of the Authority and of the City of Bremen are to remain separate and distinct

6. PAYMENT

Payment to the Authority shall be made each calendar month within fifteen (15) days from the receipt of the Authority's bill by the City of Bremen for the water so furnished to the City of Bremen by the Authority for the preceding calendar month and in the event such payment is not made within the fifteen days from the receipt of said bill by the City of Bremen, the Authority shall have the right and authority to discontinue the water provided for hereunder. Said payments shall initially commence in the month immediately following the first month in which the Authority's water line or lines are connected and supply water to the system of the City of Bremen. Provided, however, the Authority shall not discontinue said water if there is a legitimate dispute as to the amount due if the City of Bremen has first paid such amounts which are not in dispute.

7. SOURCE OF FUNDS TO COMPLY WITH CONTRACT

Neither the Authority nor the City of Bremen shall ever have the right to demand payment by the other party of any obligation assumed or imposed upon such party under and by virtue of this contract from any funds raised or to be raised by taxation. Neither party's obligation under this contract shall ever be construed to be a debt of such party of such kind as to require it to levy and collect a tax to discharge such obligation, it being expressly understood and agreed that all payment due by the parties hereunder are to be made from revenues derived from the operation of their respective water systems, such payments ranking equally with the operating charge for salaries, wages, maintenance and other operating expenses of such system, but nothing herein contained shall be construed as prohibiting either of the parties from making payments from other funds lawfully available to it for such purpose.

8. MAINTENANCE OF TRANSMISSION LINE FROM AUTHORITY TO BREMEN SYSTEM

The Authority shall be solely responsible for the cost of establishment, construction, operation, supervision, and management, maintenance, repair, replacement and expansion of all transmission

lines, tanks, pumps, lift stations, meters and equipment to such Bremen connector or connectors as are agreed upon from time to time by the parties hereto.

The Authority shall construct its line or lines to the point or points applicable or to such other point or points as may be mutually acceptable and agreed upon and shall connect its water line or lines to the line or lines of the City of Bremen at such point or points. The City of Bremen shall pay all of the cost of running its line or lines to said point or points of connection.

9. METERS

The Authority shall install meters at the point where the Authority's line or lines connect to the City of Bremen's line or lines, so as to calculate the number of gallons of water transmitted from the Authority to the City of Bremen. In the event the parties shall determine by engineering data that the said meters do not correctly measure the number of gallons of water passing from the Authority into the City of Bremen lines, the parties may establish other methods to correctly measure the number of gallons of water for the purpose of calculating the rate of charge.

The Authority shall pay for the cost of the meter or meters used, and all such meters shall be the property of the Authority and shall thereafter be maintained and replaced by the Authority, as such, but the City of Bremen shall have the right to inspect any such meter or meters at all reasonable times. In the event any such meter or meters shall for a period of time fail to accurately measure the water passing through same, then in such event, until the meters are corrected, the charges due hereunder shall be computed on the average daily consumption shown by such meter or meters when properly functioning, or by the total use of water by the City of Bremen during any of such periods as determined by the individual retail meters of the City of Bremen if readings of same be available for a comparable period, making proper allowance for use of unmetered water. The Authority shall keep accurate records, books and accounts of the meter readings for each calendar month for the

total number of gallons of water flowing from the Authority to all its customers, and the City of Bremen shall have the right to inspect the meters and records of meter readings to it, to verify the quantity of water flow.

10. FUTURE EXPANSION BY CITY

To encourage residential growth and future industrial expansion, The City of Bremen shall have the option to purchase additional water over and above its normal day to day purchase from the Authority in amounts up to double its daily usage based on the average daily consumption over the previous 12 months period, provided that the City of Bremen shall give the Authority written notice of its request and the Authority shall have 180 days within which to provide said water. Said rates shall be at the same minimum rate.

11. FUTURE EXPANSION BY AUTHORITY THROUGH CITY SYSTEM

The City of Bremen consents and agrees that the Authority shall have the right, from time to time, to connect to any of the water mains or distribution lines of the City in order to deliver water through such lines to the Authority's customers without the City. At such points where the water leaves the City System and enters the Authority's system, the Authority at its expense shall install acceptable meters to the City of Bremen System. The City shall be under no duty to install larger lines within its system or other facilities to enable the Authority to transport water through its system, nor shall the Authority attach any customer to the City of Bremen water system which will substantially impair, substantially decrease pressure or adversely affect the physical facilities in any manner of the City of Bremen System.

No charge shall be made to the Authority for connecting into Bremen's distribution system for the purpose of supplying water to non-corporate water customers of the Authority, provided however in addition to the water actually metered out of the Bremen System, which shall be deducted from the City of Bremen's monthly bill, an additional ten (10) ~~X~~ of said gallonage shall be considered Authority "shrinkage" within the City System and likewise deducted monthly.

12. ANNEXATION

Nothing contained herein shall prevent the City of Bremen from annexing areas to said City under any law now existing or hereinafter enacted.

In the event that the City of Bremen shall annex an area into said City, and should said City elect to, then said City shall have the right, to purchase from the Haralson County Water Authority, at its cost, plus any accrued interest on said cost, the lines existing within said area from the Authority.

The City of Bremen further covenants and agrees to pay any sum due to the Haralson County Water Authority for the purchase of said lines to the United States Department of Agriculture, Farmers Home Administration, and/or any lender having a lien on said annexed system, to apply against the outstanding bonded indebtedness of the Haralson County Water Authority, provided that any sums are due to the United States Department of Agriculture, Farmers Home Administration, and/or any other lender by said Authority. If there are no sums owed to the United States Department of Agriculture, Farmers Home Administration and/or any other lender by the Authority at the time of a purchase as hereinbefore provided by the City, then in said event the sums due shall be payable to the Haralson County Water Authority.

The City further covenants and agrees that should it elect to purchase any of said lines that it will re-locate any master meters or other devices belonging to the Authority which meter water into the City of Bremen at a place mutually agreed upon between said parties at the expense of the City of Bremen.

13. AMENDMENT OF OTHER MUNICIPAL CONTRACTS

The City of Bremen acknowledges that the Authority presently has outstanding contracts with other municipal corporations located in the County of Haralson, and proposes to enter into a contract with the City of Waco relative to the purchase of water, and the City of Bremen hereby waives any objection it might have to the Haralson County Water Authority amending its contracts with the City of Buchanan and the City of Tallapoosa, and entering into a new contract with the City of Waco, provided that in no event shall the Authority contract to sell water to a customer for a lesser rate than is being charged under the terms and provisions of this contract.

14. SUSPENSION OF SERVICE

In case of reason of force majeure either the Authority or the City of Bremen shall be rendered unable wholly or in part to carry out the obligations under this contract, other than the obligation of the

City of Bremen or the Authority to make the payments required under the terms hereof, then the Authority or the City of Bremen shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, other than orders concerning water quality control or treatment, or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the Authority to operate its water system, or City of Bremen to operate its water system, or on account of any other causes not reasonably within the control of the party claiming such inability.

Should the Authority's ability to produce water be materially reduced by reason of force majeure, then the Authority shall prorate the water available to it between the City of Bremen and the Authority's other customers on the basis of their relative consumption during the preceding calendar year and the Authority shall not be obligated hereby to deliver to the City of Bremen any water in excess of its share under such proration.

15. NOTICES

All notices required to be served by provisions of this contract may be served on any of the parties hereto by personally handing a copy to an officer or official thereof, or may be served by sending a letter duly addressed and postage prepaid by United States Mail. Notices to be served on the Authority shall be mailed to P. O. Box 488, Buchanan,

Georgia, 30113, unless otherwise instructed. Notices to be served on the City of Bremen shall be mailed to "City Hall", Bremen, Georgia, 30110, unless otherwise instructed.

16. REMEDIES UPON BREACH BY EITHER PARTY

In the event that the Authority or the City shall fail to perform any of its obligations under the terms and provisions of this agreement, each of said parties expressly reserve each and every right except as hereinafter provided, that said party might have under the laws existing in the State of Georgia as now enacted or which may be hereinafter enacted.

17. PERFORMANCE, SUFFICIENCY OF

Strict performance of the terms of this contract is necessary. Strict performance shall be deemed the essence of the contract and shall be deemed expressly contracted for by the parties.

18. ENTIRE AGREEMENT

This contract and the exhibits and attachments hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth.

19. CONSTRUCTION OF CONTRACT

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The Authority shall appoint one arbitrator and the City of Bremen shall select one arbitrator and the two so appointed shall select a third arbitrator. Decision of any two of the three so chosen shall control and their decision in the matter shall be binding and conclusive on both parties in said matter in the absence of fraud.

20. INDEMNITY

The Authority and the City will indemnify and save each other harmless from any and all claims, actions, claims of damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising out of the activities which each have contracted to perform.

21. CAPTIONS

Titles or captions of paragraphs contained in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this contract or the intent of any provision hereof.

22. WAIVER

A failure on the part of either party to initiate action as to any breach of the terms and provisions of this contract shall not be deemed as a waiver of the right of said party to institute an action for any subsequent breach of said provision of said contract.

23. CANCELLATION OF PRIOR AGREEMENTS

This agreement supercedes and cancels any and all previous agreements between the parties hereto.

24. INVALID PROVISIONS, EFFECT OF

That should any phrase, clause, sentence, paragraph or section of this contract be held invalid or unconstitutional by any Court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in nowise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

25. MODIFICATION OR CHANGE OF CONTRACT

No alterations or variation of the terms of this contract shall be valid unless made in writing and signed by both of the parties hereto, provided no such change or modification may be made which will adversely affect the prompt payment when due of all monies required to be paid by the City under the terms of this contract, and no such change or modification shall be effective which violates in any respect any provisions of the resolutions of the Authority under which it has issued its revenue bonds.

26. INITIAL RATE FOR FIRST YEAR

There is hereby established an initial rate for the water to be furnished hereunder of Seventy Cents (\$.70) per thousand gallons, which rate shall remain in effect for a period of at least one year from the date on which service by the Authority to the City is commenced.

27. CRITERIA FOR OPERATING AUTHORITY AND RATE CHANGES

Subject to the limitations of this contract, the parties hereto recognize the obligation of the Authority to establish and from time to time, revise the rate of compensation for water sold and services rendered by the Authority to the City under this contract so that the revenues of the Authority will be sufficient to enable the Authority to efficiently operate and maintain the system and to perform its obligations covenanted to be performed under the adopted resolutions or resolutions authorizing the issuance of such revenue bond and the rates so established shall be sufficient to produce gross revenues from all its customers to defray and pay the following expenses, costs and charges, and to establish and maintain the following reserves:

(a) Necessary expenses of current operation, maintenance and repair;

(b) Principal and interest of revenue bonds issued by the Authority, together with the sinking fund reserve requirements in connection with same;

(c) Reasonable reserves as determined by the Authority for the extension and improvement of the water supply system.

The Authority agrees that in establishing, adjusting and maintaining the rates of compensation for water sold and delivered, that such rate will be established at the lowest figure possible consistent with the requirements of the foregoing paragraph hereinbefore set out.

28. AUTHORIZATION OF CITY OF BREMEN

A certified copy of a resolution of the Mayor and Council of the City of Bremen authorizing the Mayor and the Clerk of the Mayor and Council to execute this contract for and on behalf of the City of Bremen is hereto attached, marked "Exhibit A", and incorporated by reference herein and made a part of this contract.

29. AUTHORIZATION OF AUTHORITY

A certified copy of a resolution of the Authority authorizing the Chairman and Secretary Treasurer of the Authority to execute this contract for and on behalf of the Authority is hereto attached, marked "Exhibit B", and incorporated herein and made a part of this contract.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by such, have caused this contract and agreement to be executed in duplicate and the official seals of each properly affixed, this 12th day of July, 1980.

Attest:

J. C. Sumnerville
Secretary-Treasurer

(Seal)

Attesty

Richard H. Cash
Clerk, Mayor & Council

(Seal)

HARALSON COUNTY WATER AUTHORITY

By:

Jim F. Smith
Chairman

CITY OF BREMEN

By:

Richard H. Wheeler
Mayor

A RESOLUTION OF THE CITY OF BREMEN
TO ENTER INTO A CONTRACT FOR THE
PURCHASE OF WATER FROM THE HARALSON
COUNTY WATER AUTHORITY FOR A PERIOD
OF 50 YEARS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BREMEN AND IT IS
HEREBY RESOLVED BY AUTHORITY OF THE SAME, TO-WIT:

BE IT RESOLVED that the Mayor and the Clerk of the Mayor and Council of the City of Bremen are hereby authorized, empowered, and directed to execute for and on behalf of the City of Bremen a contract with the Haralson County Water Authority, a copy of which contract is hereto attached, marked "Exhibit A", and by leave of reference incorporated and made a part of this resolution; and said Mayor and Clerk of said Mayor and Council are hereby authorized and directed to sign the same on behalf of the City, and to affix the corporate name and seal of the City of Bremen to said contract.

The foregoing resolution having been read and considered by the Mayor and Council of the City of Bremen at a Special meeting of said Mayor and Council duly held on the 17th day of July, 1980, at the City Hall of said city, and the same having been adopted by the Unanimous vote of said Council, the same is hereby approved and declared adopted, and it is ordered that same be spread upon the minutes of said meeting.

This 17th day of July, 1980.

Richard H. White
Mayor, City of Bremen

Narcis A. Sanders
Councilman

Roy Norman, Sr.
Councilman

Bill Hamby
Councilman

Councilman

Attest:

Barbara J. Clark
Clerk, Mayor & Council

"EXHIBIT A"

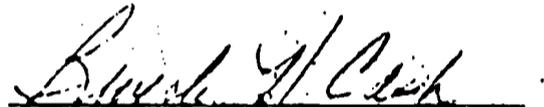
CLERK'S CERTIFICATE

GEORGIA, HARALSON COUNTY

I, Beverly Cash, Clerk of the Mayor and Council, City of Bremen, Georgia, do hereby certify that the above and foregoing page of type-written matter is a true and correct copy of a Resolution passed by said Mayor and Council of the City of Bremen, authorizing the Mayor and the Clerk of the Mayor and Council to execute for and on behalf of the City of Bremen a contract with the Haralson County Water Authority to purchase water for the City of Bremen, and that said Resolution was duly passed on the 17 day of July, 1980, the original of which is now in the Clerk's office of the Mayor and Council of the City of Bremen.

This 18 day of July, 1980.

Witness my official hand and seal of the City of Bremen.


Beverly Cash, Clerk of the Mayor
and Council

(Seal)

AUTHORITY RESOLUTION

The undersigned Secretary of Haralson County Water Authority, does hereby certify that the following resolution was presented to the Members of said Authority, unanimously passed by said Authority at its meeting held on the 18 day of July, 1980, and has not been amended or rescinded, to-wit:

"RESOLVED, the Chairman and Secretary-Treasurer of the Haralson County Water Authority are hereby authorized, empowered, and directed to execute for and on behalf of the Authority a contract with the City of Bremen, a copy of which contract is hereto attached, marked "Exhibit A" and by leave of reference hereby incorporated and made a part of this resolution, and to affix the Authority's seal to said contract."

This is to further certify that the foregoing resolution was entered upon the minutes of said Authority as and for the action of said Authority on the date and for the meeting as herein specified, and that the foregoing is a true and correct copy of said resolution as it appears on the records of said corporation.

This 18 day of July, 1980.

Jim F. Smith
Chairman

J. C. Summerwill
Secretary

(Seal)

CLERK'S CERTIFICATE

GEORGIA, HARALSON COUNTY.

I, Beverly Cash, Clerk of the Mayor and Council of the City of Bremen, Georgia, do hereby certify that the above and foregoing fourteen (14) pages of type-written matter constitutes a true and correct copy of the Contract entered into between the Haralson County Water Authority and the City of Bremen on July 18, 1980, and that she has reviewed the records of the City of Bremen, and that said Contract has not been modified or altered in any manner since the date of its execution, and that same remains of full force and effect.

This, the 26th day of August, 1981.

WITNESS my official hand and seal of the City of Bremen.

Beverly H. Cash
Beverly Cash, Clerk of the Mayor and Council of
the City of Bremen.

(S E A L)

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

Instructions:

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

County: Haralson Service: Water Supply/Distribution

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

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

Other. (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.)
Haralson County Water Authority wholesales water to the four cities in Haralson County. The cities sell water to their municipal customers and to a limited number of customers outside but adjacent to the city limits. The service connections to these customers were made before county water service was available. Many of the external service connections have sewer services, which mandates their connection to the municipal water service.

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No

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

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

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

Local Government or Authority: Funding Method:

Haralson Co. Water Authority	User Fees
Bremen	User Fees
Buchanan	User Fees, General Fund
Tallapoosa	User Fees
Waco	User Fees

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

None

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Haralson Co. Water Authority Sales Agreement	Haralson Co./Bremen/Buchanan/Tallapoosa/Waco	effective 11/11/81
Haralson Co. Water Authority Sales Agreement	Haralson Co./Buchanan	effective 3/17/87

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: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

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

PAGE3

Instructions:

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

County: Haralson

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

None

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

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

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

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

N/A

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

Haralson County and the Cities of Bremen, Buchanan, Tallapoosa and Waco have signed resolutions which establish a process for disputes on property annexation and land use. (Copy attached)

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

The Haralson County Water Authority, the Cities of Bremen, Buchanan, Tallapoosa, Waco and Haralson County have an intergovernmental agreement to ensure new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances.

5. Person completing form: Dennis Dutton

Phone number: (706)295-6485 Date completed: September 30, 1999

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

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

Amos Sparks, Haralson County Commissioner, (770)646-2002

9

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of Sumner and Haralson County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the city will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

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

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s), {As defined in O.C.G.A. 36-36-11(b)}, the city will respond to the county in writing within twenty 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 judgment 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.

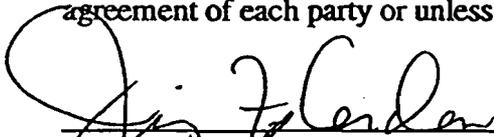
5. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.

6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).

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

7. The chief elected official of the county and city and his or her designee shall receive official notifications and correspondence on matters covered by this agreement.

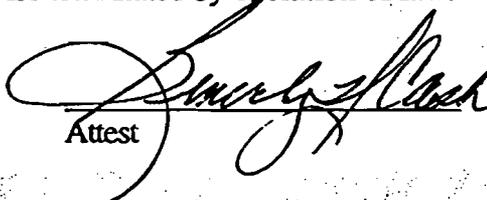
This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.



 Mayor
 City of Burien



 Commissioner
 Haralson County



 Attest
 Date June 8, 1998



 Attest
 Date June 30, 1998

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of Buchanan and Haralson County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the city will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

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

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s), { As defined in O.C.G.A. 36-36-11(b)}, the city will respond to the county in writing within twenty 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 judgment 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. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).

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

7. The chief elected official of the county and city and his or her designee shall receive official notifications and correspondence on matters covered by this agreement.

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.

Ms. Clois B. Moman
Mayor
City of Buchanan

Carl Steffas
Attest

6-16-98
Date

Anna Sparks
Commissioner
Haralson County

Charlene Smith
Attest

6/19/98
Date

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of TALLAPOOSA and Haralson County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the city will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

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

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s), (As defined in O.C.G.A. 36-36-11(b)), the city will respond to the county in writing within twenty 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 judgment 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. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.

6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).

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

7. The chief elected official of the county and city and his or her designee shall receive official notifications and correspondence on matters covered by this agreement.

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.

Micajah Bagwell
 Mayor
 City of TALLAPOOSA

Carolyn Brown
 Attest

JUNE 8, 1998
 Date

Arno Spots
 Commissioner
 Haralson County

Charlene Smith
 Attest

6/19/98
 Date

Service Delivery Strategy Dispute Resolution Process
[See O.C.G.A. 36-70-24 (4) (c)]

The City of WACO, GA. and Haralson County hereby agree to implement the following process for resolving land use classification disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the city will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

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

2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
3. If the county notifies the city that it has a *bona fide* land use classification objection(s), (As defined in O.C.G.A. 36-36-11(b)), the city will respond to the county in writing within twenty 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 judgment 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. On or after July 1, 1998, an annexation shall not be effective until any *bona fide* land use classification objections raised by the county relative to the area to be annexed are resolved pursuant to the dispute resolution process required by subparagraph (c) of paragraph (4) of Code Section 36-70-24.
- 6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s).

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

- 7. The chief elected official of the county and city and his or her designee shall receive official notifications and correspondence on matters covered by this agreement.

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.

Leroy Robinson
Mayor
City of WACO, TX

Sherry Morgan
Attest

5-29-98
Date

Orin Sparks
Commissioner
Harrison County

Charles Smith
Attest

6/26/98
Date

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITY OF BREMEN AND HARALSON 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 City of Bremen and County of Haralson, 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.

The effective date of this Agreement shall be December 17, 1999.

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

SO AGREED THIS 17 DAY OF December, 1999.

HARALSON COUNTY, GEORGIA

BY: *Arvo Parks*
SOLE COMMISSIONER

ATTEST: *Charlene Smith*
CLERK

CITY OF BREMEN

BY: *Jim F. Conley*
MAYOR

ATTEST: *Charlitt Walsh*
CLERK

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITY OF BUCHANAN AND HARALSON 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 City of Buchanan and County of Haralson, 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.

The effective date of this Agreement shall be December 17, 1999.

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

SO AGREED THIS 17 DAY OF December, 1999.

HARALSON COUNTY, GEORGIA

BY: Amos Spahr
SOLE COMMISSIONER

ATTEST: Charlene Smith
CLERK

CITY OF BUCHANAN

BY: Clayton B. Mamon
MAYOR

ATTEST: Charlie Wash
CLERK

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITY OF TALLAPOOSA AND HARALSON 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 City of Tallapoosa and County of Haralson, 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.

The effective date of this Agreement shall be December 17, 1999.

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

SO AGREED THIS 17 DAY OF December, 1999.

HARALSON COUNTY, GEORGIA

BY: Amos Spahr
SOLE COMMISSIONER

ATTEST: Charlene Smith
CLERK

CITY OF TALLAPOOSA

BY: micajah Bagwell
MAYOR

ATTEST: Lehartie Walsh
CLERK

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE CITY OF WACO AND HARALSON 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 City of Waco and County of Haralson, 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.

The effective date of this Agreement shall be December 17, 1999.

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

SO AGREED THIS 17 DAY OF December, 1999.

HARALSON COUNTY, GEORGIA

BY: Amos Spauls
SOLE COMMISSIONER

ATTEST: Charlene Smith
CLERK

CITY OF WACO

BY: Leroy Robinson
MAYOR

ATTEST Sherry Morgan
CLERK

**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

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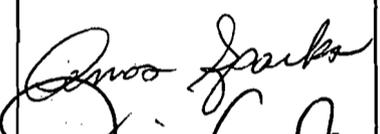
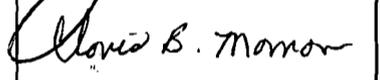
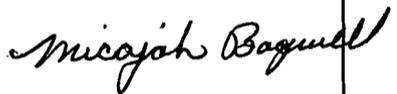
Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR Haralson COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)); and
5. The process(es) for resolving land use disputes arising over annexation were established by the July 1, 1998 deadline (O.C.G.A. 36-70-24(4)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Amos Sparks	Sole Commission	Haralson County	12/17/99
	Jim Carden	Mayor	Bremen	12/17/99
	Clovis Momon	Mayor	Buchanan	12/17/99
	Micajah Bagwell	Mayor	Tallapoosa	12/17/99
	Leroy Robinson	Mayor	Waco	12/17/99