

**INTERGOVERNMENTAL AGREEMENT
REGARDING MILLAGE RATE WITHIN MUNICIPALITIES
IN COBB COUNTY, GEORGIA**

This agreement entered into on this 9th day of July, 2014 by and between Cobb County, Georgia, a political subdivision of the State of Georgia (hereinafter the "County") and the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, all qualified municipal corporations of the State of Georgia (hereinafter collectively referred to as "Cities").

RECITALS

WHEREAS, the Cities and Cobb County have reviewed the requirements of O.C.G.A. §36-70-20 et seq., dealing with the delivery of services; and

WHEREAS, the Cities and Cobb County intend to minimize inefficiencies resulting from duplication of services between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity and land use; and

WHEREAS, the Cities and Cobb County have devised this agreement in fulfillment of the requirements of O.C.G.A §36-70-20 et. seq.; and

WHEREAS, this agreement shall constitute the implementation of the service delivery strategy of the Cities and Cobb County; and

WHEREAS, the Cities executing this Agreement are the following Cities: Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna.

NOW THEREFORE, be it resolved that the Cities and Cobb County have agreed to the following document as follows:

SECTION 1

Section 1.1 Definitions. In addition to words and terms defined elsewhere herein, the following words and terms are hereby adopted and shall have meanings specified below, unless the context or use indicates another or different meaning or intent:

"Cities" means the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna (hereinafter collectively referred to as "Cities"), all qualified municipalities located in Cobb County, Georgia.

"County" means Cobb County, Georgia.

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

“State” means the State of Georgia.

“Taxation Power of the County and Municipal Governments” means the power to tax as granted in Article IX, Section IV, Paragraph I of the Constitution of Georgia of 1983, as amended.

SECTION 2

Cobb County, agrees in consideration of the covenants and conditions contained herein, in lieu of rolling back millage rates in each municipality, the County will make payments to the Cities over a ten (10) year period totaling Fifty Million Dollars (\$50,000,000.00) under the terms and conditions contained herein.

SECTION 3

Cash payments shall be made to the Cities on November 1 of each year, beginning in 2014. The County’s total annual payment is shown in Section 4 and shall be divided among the Cities based upon the combined total of the taxable digest of each city after state and county exemptions to determine each city’s yearly payment.

SECTION 4

The schedule of County’s total annual payments to the Cities shall be:

November 1, 2014	\$4,550,000.00
November 1, 2015	\$4,650,000.00
November 1, 2016	\$4,750,000.00
November 1, 2017	\$4,850,000.00
November 1, 2018	\$4,950,000.00
November 1, 2019	\$5,050,000.00
November 1, 2020	\$5,150,000.00
November 1, 2021	\$5,250,000.00
November 1, 2022	\$5,350,000.00
November 1, 2023	\$5,450,000.00

SECTION 5

This agreement shall commence effective January 1, 2014. The November 1, 2014 County payment of \$4,550,000.00 to the Cities shall be divided based on the taxable digest of each city as approved by the Board of Assessors beginning with 2014 Tax Digest. Each subsequent year’s payment by the County to the Cities shall then be based on the subsequent year taxable digest of each city.

SECTION 6

All parties to this agreement acknowledge that the County and all six cities are permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia to contract for a period not exceeding fifty years for joint services, for the provision of services and for the matter set forth herein.

SECTION 7

Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

SECTION 8

Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

SECTION 9

Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rules of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or section contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

SECTION 10

Survival of Warranties. All Agreements, covenants, certifications, representations and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

SECTION 11

Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 12

Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the Cities. No waiver, release or similar modification of this Agreement shall be established by conduct custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County and the Cities.

SECTION 13

Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

SECTION 14

This Agreement is executed by the above-referenced local governments. The signatories to this agreement represent that the signatures hereto constitute compliance with O.C.G.A §30-7-20 et. seq., and in particular constitute compliance with O.C.G.A §36-70-21 and O.C.G.A §36-70-24 in that this plan constitutes a service delivery strategy of the above-referenced local governments. All parties acknowledge that it will not be necessary to renegotiate or reexamine this agreement when all parties revise their respective comprehensive plans.

SECTION 15

In the event that HB 489 (O.C.G.A §36-70-20 et. seq.) and/or HB 1603 (O.C.G.A §36-36-1 et. seq. and/or §36-66-4 et. seq.) is repealed, significantly modified or declared unconstitutional or void by any Cobb County Court of Competent Jurisdiction or Appellate Court such that a payment may not be made, this Agreement at the option of any party hereto, may be declared null and void by giving 60 days certified notice. Nothing contained herein shall prohibit any party to this Agreement from challenging the provision of any law applicable to this Agreement.

IN WITNESS WHEREOF, the County and the Cities have read and understood the terms of this Agreement and do hereby agree to such terms, and acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COBB COUNTY, GEORGIA

By: Timothy D. Lee
Timothy D. Lee, Chairman
Cobb County Board of Commissioners



Attest:
By: Candace W. Ellison
Candace Ellison, Clerk
Cobb County Board of Commissioners

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
7/8/14

SEAL

CITY OF ACWORTH

By: 
Tommy Allegood, Mayor

Attest:

By: 
Clerk

SEAL

CITY OF AUSTELL

By: Joe Jerkins
Joe Jerkins, Mayor

Attest:

By: Carolyn Duncan
Clerk

SEAL

CITY OF KENNESAW

By: Mark Mathews
Mark Mathews, Mayor

Attest:

By: Delra Taylor
Clerk

SEAL



CITY OF MARIETTA

By: *R. Steve Tumlin, Jr.*
R. Steve Tumlin, Jr., Mayor

Attest:

By: *Stephanie Sey*
Clerk

SEAL



CITY OF POWDER SPRINGS


By: Patricia C. Vaughn
Patricia Vaughn, Mayor

Attest:

By: [Signature]
Clerk

SEAL

CITY OF SMYRNA

By: 
A. Max Bacon, Mayor

Attest:

By: 
Clerk

SEAL

State of Georgia
County of Cobb

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into on this 29th day of July, 2004, by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the "County"), and the CITY OF Powder Springs, Georgia, (hereinafter known as the "City").

RECITALS

Whereas the City of Powder Springs and Cobb County have reviewed the requirements of HB 489 in dealing with a resolution process of land use classification disputes; and

Whereas the City of Powder Springs and Cobb County desire to work together and review their respective Future Land Use Map and Comprehensive Plan with the goal of reducing land use inconsistencies at jurisdictional boundaries over the next 12 months, and

Whereas the City of Powder Springs and Cobb County have devised this agreement in fulfillment of the requirements of O.C.G.A. Section 36-70-24(4);

Now, therefore be it resolved that the City of Powder Springs and Cobb County have agreed to the following process in the fulfillment of the requirements of HB 489:

1.

The City of Powder Springs and Cobb County agree to review their respective Future Land Use Map and Comprehensive Plan to identify areas where conflicts may exist at respective jurisdictional boundaries.

A. The following is the approximate schedule for completion of the review:

1. During the first three (3) months from effective date of agreement, each government shall prepare a map showing future land use inconsistencies between each jurisdiction's adopted Future Land Use Map and Comprehensive Plan.
2. During the following three (3) months, each government shall prepare Future Land Use Map changes or text changes to the City's or County's adopted Comprehensive Plans to reconcile or reduce any inconsistencies, with said report to be formally submitted by the end of said time period.
3. During the following three (3) months, each government shall discuss and consider such proposed changes to City and/or County Comprehensive Plans and Future

Land Use Maps.

4. During the next three (3) months, each government shall make the changes that have been agreed to between the governments.
- B. It is the consensus of said governments that no inconsistent land uses exist at the end of the aforementioned twelve (12) month period. Said governments acknowledge however that some conflicts may remain.
 - C. If the twelve (12) months have passed and the City and the County have been unable to resolve serious land use conflicts, the governments may consider alternative dispute resolution, which may include mediation, or they may extend the process for additional twelve (12) month periods by mutual agreement. If mediation is desired by both governments, a third party mediator will be agreed upon by Cobb County and the City, and shall be selected from a DCA or State Bar Association of Georgia approved list of mediators or other individual mutually agreeable to the County and City. The cost of the mediation will be shared equally by the County and the City, unless otherwise agreed. The County and City shall agree to preselect up to five (5) potential mediators.
 - D. Notwithstanding the above, if a City or the County is already in the process of revising its Comprehensive Plan or Future Land Use Map, the City or County will respond on a quicker schedule to accommodate the other government.
 - E. For purposes of this Agreement, following the initial twelve (12) month period, each January, City and County planning staffs/administrators will hold a retreat to review all land use plans and jointly propose (non-binding) recommended changes. The cost of the retreat shall be shared on per person cost basis (county responsible for its persons attending, city responsible for its persons attending). In February of said year, elected officials of the City and Cobb County shall meet to review the effects of this Agreement and discuss "mutually acceptable" amendments.
 - F. Any negotiated agreements would not become official unless accepted and approved by the Cobb County Board of Commissioners and the City Council of the respective City at a regularly scheduled meeting.

2.

The following shall apply to any rezoning that is considered at the time the property is annexed by the City¹ or for a 12 month period following the effective date of the annexation:

- A. Within seven (7) calendar days of the filing of the application for zoning, the City must

¹ Said provision shall not apply to annexations and rezoning which have been received and accepted by the City prior to _____, which may still be in progress on or after _____.

notify the County Clerk's Office² of the proposed annexation/rezoning by certified mail and hand delivery. The City shall provide: 1) a copy of the completed application form and any and all attachments filled out by the applicant and 2) the date upon which the City will conduct the required public hearing(s). An impact statement shall be provided to the County by hand delivery no later than five (5) business days after receipt of the initial notice.

- B. Within seven (7) calendar days of the County Clerk's receipt of the notice of the zoning from the City, the County Governing Authority will prepare and forward by certified mail and hand delivery to the Office of the Mayor of said City³ a statement signed by a majority of the Board of Commissioners, with copies to the City Manager/Administrator and Chief Planning and Zoning Official (if such position {s} exist), outlining one of the following options:
- 1) that the County has no objection;
 - 2) that the County has no objection to the proposed use if certain stipulations are attached thereto; or
 - 3) that the County intends to raise an objection to the proposed zoning or rezoning (may also be referred to herein as land use) and shall specify the basis for the objection.

Said response by the County must thereafter be adopted within twenty-one (21) days at a Board of Commissioners Meeting.

- C. Within ten (10) calendar days of the County's notifying the City of its intent to object to the requested zoning, the County Governing Authority will prepare and forward by certified mail and hand delivery to the Office of the Mayor of said City⁴ a statement signed by a majority of the Board of Commissioners, with copies to the City Manager/Administrator and Chief Planning and Zoning Official (if such position {s} exist), that documents in writing the nature of the objection and specifically identifying the basis for the objection including any increased service delivery or infrastructure costs. The absence of a written notice of intent to object or failure to document the nature of the objection shall mean the City may proceed with the zoning or rezoning and no subsequent objections under this process may be filed for the zoning or rezoning under consideration. {36-36-11 (b)(1) lines 29 – 32}
- D. If the County responds that it has no objection to the City's proposed land use or zoning classification, or otherwise fails to timely respond, the City is free to proceed with the annexation and rezoning and the County loses any right to object or to invoke the dispute resolution process, stop the annexation, or object to land use change after the annexation.

² For purposes of this Agreement, notice to the County Clerk's Office shall be notice to the County and/or Governing Authority.

³ Cities, at their option, may choose notice to the City Manager or other office.

⁴ Cities, at their option, may choose notice to the City Manager or other office.

- E. Any objection made by the County that does not fully meet the criteria under Section 2(B) and 2(C) shall not be valid or invoke the provisions of O.C.G.A. Sections 36-70-20 et. seq. and 36-36-1 et. seq., thus permitting the City to annex and rezone the property as if no objection had been made. Further, once an objection is made, the basis of the objection shall not be expanded. Moreover, the County may not initiate the formal dispute resolution process if it has previously informed the City of no objection.
- F. If the County responds that it has no objection if certain stipulations and conditions are attached to the request, and if the City agrees to implement the County's stipulations and conditions, or if other agreement is reached between the City and County, or if another method pursuant to this Agreement is obtained, the County's objection shall be considered resolved.
- G. If the County notifies the City that it has an objection, and if the City concurs therewith, the City may proceed with the annexation on the express condition that the applicant must retain for 12 months following the effective date of the annexation the pre-existing land use or the land use allowed within the County's objection, unless other agreement is reached between the City and the County, and the County's objection shall be considered resolved.
- H. If the City disagrees with the objection or requested stipulations and conditions, the City may seek a declaratory judgement in court or initiate informal negotiation to devise mitigating measures to address the County's specific objections to the proposed zoning or rezoning [to be concluded within twenty-one (21) days of such notice]. Further, if the City does not respond to the County within (5) days of receiving the County's objection/stipulations, the County may initiate informal negotiation to devise mitigating measures to address the County's concerns [to be concluded within twenty-one (21) days of such notice].⁵ Commencing with the date of receipt by the City of the County's documented objections, representatives of the municipal corporation and the county shall have 21 calendar days to devise mitigating measures to address the county's specific objections to the proposed zoning or rezoning. The governing authority of the municipal corporation and the governing authority of the county may agree on mitigating measures or agree in writing to waive the objections at any time within the 21 calendar day period, in which event the municipal corporation may proceed with the zoning or rezoning in accordance with such agreement; or, where an initial zoning is proposed concurrent with annexation, the municipality may approve, deny, or abandon the annexation of all or parts of the property under review.

⁵ The initiation of negotiation or mediation, to be effective, must be signed by at least three (3) members of the Board of Commissioners within: 1) five (5) days of the City's response disagreeing with the County's objection or conditions, or 2) within five (5) days after the City's lack of a timely response.

- I. If the informal negotiation between the County and the City does not produce an agreement on the objection and mitigating measures within the 21 calendar day period, either the governing authority of the County or the governing authority of the City may insist upon appointment of a mediator within seven (7) calendar days at the end of the 21 day informal mediation period to assist in resolving the dispute.⁶
- J. The annexation and rezoning shall not become effective until the County's land use classification objection is resolved pursuant to the dispute resolution process described herein, other agreement of the governments, a final legal ruling obtained, the lawsuit is dismissed, or 28 calendar days following completion of the process outlined above as consistent with O.C.G.A. Section 36-36-11 or as otherwise provided by Law.
- K. If the City entertains a rezoning application for a property within 12 months of an annexation, the procedures regarding notice outlined above and provisions regarding dispute resolution and mediation shall be invoked herein.
- L. Even though not contemplated by House Bills 1603 and 489, if an application or request to rezone property is received by the County within one-half (½) mile of a City's jurisdictional boundary, the City may file a land use classification objection and pursue all options available under this Agreement. For purpose of this paragraph, as outlined in §§ 2A through 2I, 3 and 4, the County shall be treated as if it were the City and the City shall be treated as if it were the County [except the only issue shall be rezoning and not annexation].

3.

The formal dispute resolution process outlined above will be conducted as follows. The parties eligible to participate in the mediation process shall include representatives of the subject City, Cobb County, and the annexation/rezoning applicant.

- A. The mediator shall be mutually selected and appointed within seven calendar days of either party's timely, written insistence on a mediator and shall be selected from a DCA or State Bar Association of Georgia approved list of mediators or other individual mutually agreeable to the County and City. The applicant will be advised of the mediator selected and will be an active party at the mediation. The party insisting on use of the mediator shall bear two-thirds of the expense of the mediation and the other party shall bear one-third of the expense of the mediation. If both the City and the County insist on mediation, the expenses of the mediation shall be shared equally. The mediator shall have up to 28 calendar days to meet with the parties to develop alternatives to resolve the objections. If the County and City agree on alternatives to resolve the objections, the City may proceed in accordance with the mediated agreement.

⁶ The initiation of negotiation or mediation, to be effective, must be signed by at least a majority of the members of the City Council or at least three (3) members of the Board of Commissioners within: 1) seven (7) days of the City's response disagreeing with the County's objection or conditions, or 2) within five (5) days after the City's lack of a timely response.

If the objections are not resolved by the end of the 28 day period, the City or the County may, no later than seven calendar days after the conclusion of such 28 day period, request review by a citizen review panel. If the citizen review panel is used, it shall be an independent body comprised of one resident of the City appointed by the City governing authority, one resident of the county appointed by the County governing authority, and one nonresident of the county who is a land use planning professional mutually selected by the City and County appointees to the citizen review panel. No elected or appointed officials or employees, contractors or vendors of a City or County may serve on the citizen review panel. If a request for review by a citizen review panel is made, the mediator shall make arrangements to appear personally at the first meeting of the panel and brief the panel members regarding the objections and proposed mitigating measures or provide a written presentation of such objections and proposed mitigating measures to the panel members on or before the date of such first meeting, whichever the mediator deems appropriate. The citizens review panel shall meet at least once but may conduct as many meetings as necessary to complete its review within a 21 day calendar day period. All meetings of the citizen review panel shall be open to the public pursuant to Chapter 14 of Title 50 of the Official Code of Georgia. Within 21 calendar days of the request for review, the citizen review panel shall complete its review of the evidence submitted by the County and the City concerning the objections and proposed mitigating measures and shall issue its own recommendations.

The citizen review panel shall recommend approval or denial of the zoning or rezoning and address the objections and proposed mitigating measures. Where an initial zoning is proposed concurrent with annexation, the panel may also recommend that the annexation be approved or abandoned. The findings and recommendations of the citizen review panel shall not be binding.

- B. Any negotiated agreements will not become official unless accepted and approved by the Cobb County Board of Commissioners and the City Council of the subject City at a regularly scheduled meeting.
- C. During the pendency of this formal dispute resolution process, no development permits shall be issued until the formal dispute resolution process has been concluded, other agreement reached, or a final legal ruling obtained. During the pendency of this formal dispute resolution process, the City may proceed with notice, hearings and other requirements for zoning or rezoning in accordance with the City's zoning ordinance.
- D. Following receipt of the recommendations of the citizen review panel, the city may 1) Zone or rezone all or parts of the property under review; 2) Zone or rezone all or parts of the property under review with mitigating measures; 3) Deny the zoning or rezoning of all or parts of the property under review; or 4) Any combination of the foregoing. Where an initial zoning is proposed concurrent with annexation, the City may also approve, deny or abandon the annexation of all or parts of the property under review.

The rezoning shall not become effective until 28 calendar days following the completion of

the process stated above, if invoked,

At any time during the process set forth in this agreement, the County or the City may file a petition in Superior Court seeking sanctions against a party for any objections or proposed mitigating measures that lack substantial justification or that were interposed for purposes of delay or harassment. Such petition shall be assigned to a judge, pursuant to O.C.G.A. 15-1-9.1 or 15-6-13, who is not a judge in the circuit in which the county is located. The judge selected may also be a senior judge pursuant to O.C.G.A. 15-1-9.2 who resides in another circuit. The visiting or senior judge shall determine whether any objections or proposed mitigating measures lack substantial justification or were interposed for delay or harassment and shall assess against the party raising such objection or proposing or objecting to such mitigating measures the full cost of attorney fees and other costs incurred by the other party in responding to the objections or proposed mitigating measures. Unless the Court rules otherwise, if the County prevails in Court, the City's prior action shall be annulled, absent further agreement of the parties or upon terms as determined by the Court. Unless the Court rules otherwise, if the City prevails in Court, the objection by the County shall be deemed waived, and the annexation/rezoning shall proceed. Both Cobb County and the subject City agree to diligently request and participate in expedited discovery, hearing(s), trial and appeal [if filed].

- E. If the annexation, zoning or rezoning is denied or abandoned based in whole or in part on the County's objections, the County shall not zone or rezone the property or allow any use of a similar or greater density or intensity to that proposed for the property, which had been objected to by the county pursuant to this agreement for a one-year period after the denial or abandonment.
- E. F. The County and City may preselect up to five (5) potential mediators, to be approved by the Board of Commissioners and by the Council of the particular City involved and neither party shall object to the selection of any one of the five (5) to conduct the mediation once the process in a particular rezoning has started. However, either the County or the City may unilaterally withdraw their approval of any preselected mediator prior to the beginning of the process of any particular zoning or rezoning.

4.

The County shall make no objection to zonings or rezonings associated with annexations or zonings or rezonings that occur within 12 months of an annexation other than as defined within this agreement. In an attempt to further define an objectionable land use classification objection, the County could not object to: 1) the scenarios listed on Exhibit "A"⁷ attached hereto, 2) any zoning or rezoning which would be a down zoning, 3) areas or portions of areas that are annexed within

⁷ Exhibit "A" references the County Future Land Use recommendations in place as of the date this Agreement. Any changes to a more restrictive category on the future land use map would not modify the future land use map for purposes of this agreement.

islands as defined in O.C.G.A. § 36-36-90.

During the term of this agreement, should the County ever be granted the right to approve or be required to consent to annexations, the county shall not object to any annexation request where the zoning or rezoning complies with the procedures set forth herein. Further, upon request of the City, the County shall approve or take such other action as required by law to grant its consent to said annexation and approve such annexation request at its next regularly scheduled meeting.

5.

Cobb County and the City hereby agree that there are differences in ordinances, development standards and terminology, which are unique to each jurisdiction. Differences in future land use categories and intensities may be rectified through site-specific conditions and stipulations. In addition, each City and the County agree that they will seek to address as many of the major differences as possible by identifying those areas with inconsistent land use designations, amending their respective Future Land Use Plans as referenced in Section 1, or through the use of agreed-upon buffers and site specific conditions for areas where differences are not time resolved. The governments recognize that there will remain some differences between City and County ordinances, as both are distinct and independent bodies.

6.

This Agreement shall be reviewed and updated as mutually agreed between the parties as part of the Service Delivery Strategy. This dispute resolution process shall be adopted via resolution by:

the County governing authority;
the City which serves as the County seat;
the governing authority of the City located within the county which has a population of 9,000 or greater within the County; and,
no less than half of the remaining cities which have a population of at least 500 persons within the county.

7.

This Agreement shall not prohibit any aggrieved person, entity, or government from pursuing other remedies as provided by Georgia and United States law.

8.

In the event that HB 489 (O.C.G.A. § 36-70-20 et. seq.) and/or HB 1603 [O.C.G.A. § 36-36-1 et. seq. and 36-66-4 et. seq.] is repealed, significantly modified or declared unconstitutional or void by any Cobb County trial court or appellate court, this Agreement at the option of any party hereto, may be declared null and void. Nothing contained herein shall prohibit any party to this

Agreement from challenging the provisions of any law applicable to this Agreement.

9.

Notwithstanding the above, an unintentional failure to comply with the provisions of this Agreement shall not be grounds to set aside or challenge an annexation or zoning to someone not a party to this agreement. Any challenge to any noncompliance in this agreement must be brought to the attention of the annexing or rezoning party prior to the annexation or rezoning taking place for a party to this agreement to set aside or challenge an annexation or rezoning in court, and any court action must be filed within 30 days of the action challenged.

10.

Any reference to days, not specifically referenced as business days shall be calendar days.

11.

This agreement shall be governed by the laws of the State of Georgia.

12.

This Agreement shall have the same effective date as the service delivery strategy agreement.

13.

Should state law change regarding the time provided for notice so that terms of this agreement do not comply with state law, unless the parties agree otherwise, the agreement shall automatically be modified to reflect the minimum requirements of state law regarding notice.

14.

This initial term of this Agreement shall be ten (10) years. All parties acknowledge that it will not be necessary to renegotiate or reexamine this agreement when all parties revise their respective comprehensive plans. Notice of termination prior to the end of such ten (10) year period shall be given by:

the County; or

Any of the six cities within Cobb County.

This Agreement shall automatically renew for successive ten (10) year periods, absent notice of such non-renewal by certified mail at least sixty (60) days prior to the date of expiration, by the same means as outlined above. Upon such notice, any party may request mediation, said

mediation not to exceed thirty (30) days.

WHEREFORE, the parties have read and understood the terms of this Agreement, and do hereby agree to such terms by execution of their signatures below.

COBB COUNTY, GEORGIA

CITY OF Powder Springs

By: Samuel S. Olens
Samuel S. Olens
Chairman, Board of Commissioners



By: Patricia C. Vaughn
Patricia C. Vaughn
Mayor

By: Carol Granger
Carol Granger
County Clerk

By: Betty Brady
Betty Brady
City Clerk

APPROVED
BY THE BOARD OF COMMISSIONERS
7-27-04
cle

City of Powder Springs Exhibit "A"

County Future Land Use Recommendation	City Future Land Use Recommendation	Unobjectionable City Zoning District	Minimum – Maximum Allowable Density/ Misc. Stipulations
<i>Rural Residential (RR)</i>	<i>AKA</i>		
<i>Very Low Density Residential (VLDR)</i>	<i>Very Low Density Residential (VLDR) <u>Low Density Residential (LDR)</u></i>	<i>R-30, R-20, R-15</i>	<i>O-2 DUA R-15 – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts for cluster subdivisions only, conserving at least 20% of total site area; up to 2.3 UPA for total project density per city method MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts for cluster subdivisions only, conserving at least 20% of total site area; up to 2.3 UPA for total project density per city method</i>
<i>Low Density Residential (LDR)</i>	<i>Low Density Residential (LDR)</i>	<i>R-30, R-20, R-15</i>	<i>1-3 DUA MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts; up to 2.3 UPA for total project density per city method</i>

County Future Land Use Recommendation	City Future Land Use Recommendation	Unobjectionable City Zoning District	Minimum – Maximum Allowable Density/ Misc. Stipulations
<i>Medium Density Residential (MDR)</i>	<i>Medium Density Residential (MDR)</i>	R-30, R-20, R-15, MDR-SFD, MDR-SFA, MDR-MF, MXU	3 -5 DUA MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts; up to 5 UPA for total project density per city method
<i>High Density Residential (HDR)</i>	<i>High Density Residential (HDR)</i> <u><i>Community Activity Center (CAC)</i></u>	R-30, R-20, R-15, MDR-SFD, MDR-SFA, MDR-MF, MXU, LRO	Up to 12 DUA; MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts; up to 12 UPA for total project density per city method
N/A	<i>Downtown Activity Center</i>	CBD	CBD applies to “Historic Powder Springs” and central city areas only; not to be applied to outlying/fringe areas
<i>Neighborhood Activity Center (NAC)</i>	<i>Neighborhood Activity Center (NAC)</i>	MXU, NRC-O, NRC-R, LRO	MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts; up to 8 UPA for total project density per city method
<i>Community Activity Center (CAC)</i>	<i>Community Activity Center (CAC)</i>	MXU, CRC-O, CRC-R, LRO, BP	MXU – Appropriate with uses and intensities similar to previously identified unobjectionable zoning districts; up to 12 UPA for total project density per city method CRC – Appropriate if located at

County Future Land Use Recommendation	City Future Land Use Recommendation	Unobjectionable City Zoning District	Minimum – Maximum Allowable Density/ Misc. Stipulations
Regional Activity Center (RAC)	N/A		the intersection of at least an arterial and collector roadway, per County's Major Thoroughfare Plan
Industrial Compatible	Industrial Compatible	BP, LI	
Industrial (IND)	Industrial & Warehousing Industrial Area	BP, LI, HI	
Transportation/Communication/Utilities (TCU)	Transportation/Communication/Utilities (TCU) N/A		
Public Institutional (PI)	Public Institutional (PI) Community Services/Institutional (CS/I)	R-30, R-20, R-15	For contiguity with city zoning maps
Park/Recreation/Conservation (PRC)	Open-space/Recreation (OSR) Parks Recreation Conservation (PRC)		
N/A	Undeveloped/Vacant		
N/A	Agriculture/Forestry		
	Office Professional	LRO, MXU, BP, CBD	

or Future Land Use Map, the City or County will respond on a quicker schedule to accommodate the other government.

- E. For purposes of this Agreement, following the initial twelve (12) month period, each January, City and County planning staffs/administrators will hold a retreat to review all land use plans and jointly propose (non-binding) recommended changes. The cost of the retreat shall be shared on per person cost basis (county responsible for its persons attending, city responsible for its persons attending). In February of said year, elected officials of the City and Cobb County shall meet to review the effects of this Agreement and discuss “mutually acceptable” amendments.
- F. Any negotiated agreements would not become official unless accepted and approved by the Cobb County Board of Commissioners and the City Council of the respective City at a regularly scheduled meeting.

2.

The following shall apply to any rezoning that is considered at the time the property is annexed by the City¹ or for a 12 month period following the effective date of the annexation:

- A. Within seven (7) calendar days of the filing of the application for zoning, the City must notify the County Clerk’s Office² of the proposed annexation/rezoning by certified mail and hand delivery. Hand delivery may be accomplished by an email to the County Clerk at the address reflected on the Cobb County Government website. If no confirmation, such as a Read Receipt message or response by the recipient has been obtained within one business day, the notice shall be hand-delivered to the intended recipient. The City shall provide: 1) a copy of the completed application form and any and all attachments filled out by the applicant and 2) the date upon which the City will conduct the required public hearing(s). An impact statement shall be provided to the County by hand delivery no later than five (5) business days after receipt of the initial notice.
- B. Within seven (7) calendar days of the County Clerk’s receipt of the notice of the zoning from the City, the County Governing Authority will prepare and forward by certified mail and hand delivery to the Office of the Mayor of said City³ a statement signed by a majority of the Board of Commissioners, with copies to the City Manager/Administrator and Chief Planning and Zoning Official (if such position {s} exist) hand delivery may be accomplished by an email to the individual’s work, or agencies’, official email address; If no confirmation, such as a Read Receipt message or response by the recipient has been obtained within one business day, the notice shall be hand-delivered to the intended recipient.), outlining one of the following options:
 - 1) that the County has no objection;
 - 2) that the County has no objection to the proposed use if certain stipulations are attached thereto; or
 - 3) that the County intends to raise an objection to the proposed zoning or rezoning (may also be referred to herein as land use) and shall specify the basis for the objection.

Said response by the County must thereafter be adopted within twenty-one (21) days at a Board of Commissioners Meeting.

- C. Within ten (10) calendar days of the County’s notifying the City of its intent to object to the requested zoning, the County Governing Authority will prepare and forward by certified mail and hand delivery to the Office of the Mayor of said City⁴ a statement signed by a majority of the Board of Commissioners, with copies to the City Manager/Administrator and Chief Planning and Zoning Official (if such position {s} exist) hand delivery may be accomplished by an email to the individual’s work, or agencies’, official email address; If no confirmation, such as a Read Receipt message or response by the recipient has been obtained within one business day, the notice shall be hand-delivered to the intended recipient.), that documents in writing the nature of the objection and specifically identifying the basis for the objection including any increased service delivery or infrastructure costs. The absence of a written notice of intent to object or failure to document the nature of the objection shall mean the City may proceed with the zoning or rezoning an no subsequent objections under this process may be filed for the zoning or rezoning under consideration. {36-36-11 (b) (1) lines 29 – 32}

¹ Said provision shall not apply to annexations and rezoning which have been received and accepted by the City prior to _____, which may still be in progress on or after _____.

² For purposes of this Agreement, notice to the County Clerk’s Office shall be notice to the County and/or Governing Authority.

³ Cities, at their option, may choose notice to the City Manager or other office.

⁴ Cities, at their option, may choose notice to the City Manager or other office.

