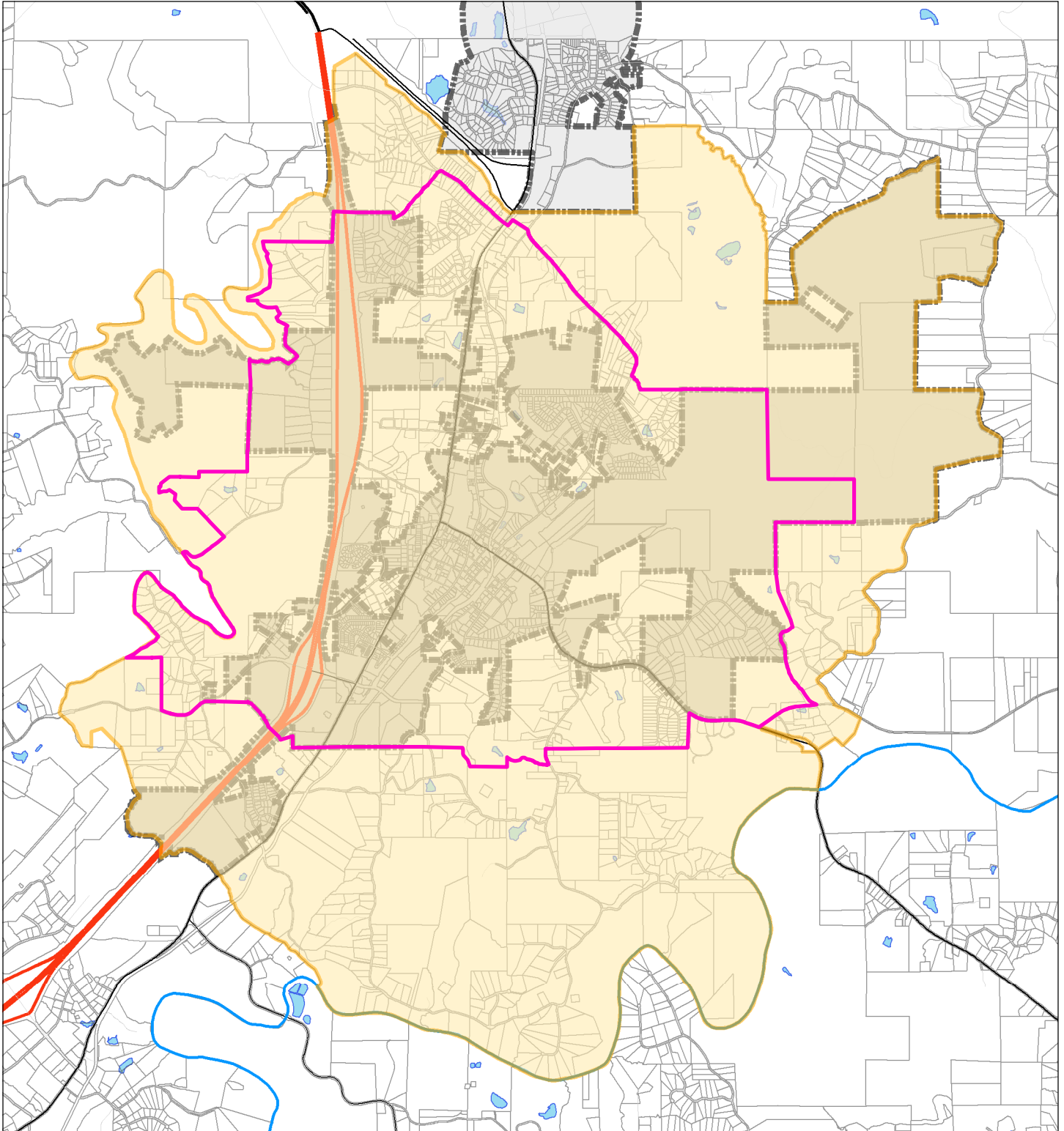


# Proposed Growth Boundary Map

## City of Ball Ground



### Legend

- Original Growth Boundary
- Proposed Growth Boundary
- Etowah & Little River
- City of Ball Ground
- City of Nelson

0 0.5 1 2 Miles

Cherokee County  
1831  
GEORGIA

Prepared by:  
Cherokee County  
Planning & Zoning  
August 4, 2022

This map has been compiled from the most up to date and reliable sources available. Cherokee County is not responsible for errors and omissions contained in this map. No warranties or representations are expressed or implied in fact or in law.



**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**MEMORANDUM OF UNDERSTANDING**

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**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF BALL GROUND, GEORGIA, CITY COUNCIL ESTABLISHING COORDINATION AND COMMUNICATION PROTOCOLS FOR THE GROWTH BOUNDARY AGREEMENT**

This Memorandum of Understanding dated this 20 day of Sep., 2022, made by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "County") and the CITY OF BALL GROUND, GEORGIA, acting by and through its duly elected City Council (hereinafter referred to as the "City"). The County and the City are collectively referred to herein as the "Parties."

**WHEREAS**, the County and the City seek to increase and enhance coordination and communication with the annexation process; and

**WHEREAS**, the County and the City seek to enter into a Growth Boundary Agreement as a growth management partnership, which will promote collaborative land use planning efforts, establish service delivery expectations, and further enhance the high quality of life currently enjoyed by the citizenry; and

**WHEREAS**, the implementation of the Growth Boundary Agreement requires ongoing communication between the County and the City to ensure the Parties are informed and aware of proposed development projects and annexation petitions; and

**WHEREAS**, a streamlined and concise communication process will ensure that timely and accurate information is transmitted correctly between the Parties; and

**WHEREAS**, while state law provides a process for annexation notifications, the Parties agree to exceed these standard requirements, to increase collaboration and communication, by providing for a more transparent and effective process; and

**WHEREAS**, the Parties agree to the coordination and communication protocols set forth herein below regarding the Annexation Process, which is defined as the official procedures prescribed with state statute, by which property is annexed into a city and legally incorporated thereto, with or without a proposed development included; and

**WHEREAS**, the Parties want to ensure that projects proposed to the County, within or abutting the Growth Boundary, are effectively communicated to the City for review and input.

1.

**Purpose; Process; Cooperation Generally.** The purpose of this MOU is to provide a practical approach to the communication and collaboration needed between the County and the City related to the Annexation Process and the operational needs of the Growth Boundary Agreement, which may not include annexation. The Growth Boundary Agreement requires effective communication between the Parties and this MOU is intended to streamline communication and work as a companion to the Growth Boundary Agreement. This MOU should be amended by the Parties as needed to remain current with changing practices and needs and is intended to be amended, as necessary, until it functions as effectively as possible for the Parties.

Adopted on September 8, 2022, the Growth Boundary Agreement details the protocols required between the County and City, when an annexation and/or development project is proposed either to the County or City within or abutting the Growth Boundary, as detailed within the GB Protocols section of the Growth Boundary Agreement, which will be known as a Growth Boundary Project or "GB Project." The requirements of this MOU apply equally to the Parties, therefore, to notify the other of GB Projects.

Finally, this MOU also addresses areas not otherwise considered by the annexation statute or other agreement between the Parties, including email communication, electronic documents, and additional opportunities to coordinate and collaborate outside of the provisions of the annexation statute. The Parties have the choice to cooperate more effectively to address growth and land use decisions; this MOU reflects this choice.

2.

**Communication.** In addition to adhering to the written notice procedures set forth in O.C.G.A § 36-36-1 et seq., the Growth Boundary Agreement, and the "Annexation Notification and Land Use Dispute Resolution Agreement," attached hereto as Exhibit "A," contained within the, "Intergovernmental Agreement for Implementation of Service Delivery Strategy" (SDS), adopted on June 15, 2021, and incorporated herein by reference, the Parties agree to communicate as follows:

- A. **Primary Contacts.** The operational needs of the Growth Boundary Agreement and this execution of this MOU require oversight and management, with decisive leadership. A single point of contact is needed from the County and the City, respectively, to represent the Parties in the process and procedures set forth in the Growth Boundary Agreement and in this MOU, (hereinafter referred to as the "Process") to ensure the Process is effectively managed at all times. Therefore, the County Manager and the City Manager are designated as the respective Primary Contacts for the County and the City and authorized by the Parties to manage the Process, given all decision-making authority to do so to achieve the best outcomes for the Parties.

- B. **Notice Email:** Along with mailing the written notice, the City agrees to concurrently email a copy of the written notice to the County at [annexnotice@cherokeega.com](mailto:annexnotice@cherokeega.com). The County agrees that this email address includes the following officials: Board of Commissioners, County Attorney, County Manager, County Clerk, Community Development Agency Director, and Director of Planning & Zoning.

The City agrees that all ongoing official communication regarding an annexation petition or when sent via email, will be sent to the [annexnotice@cherokeega.com](mailto:annexnotice@cherokeega.com) email address.

The County agrees that official communication regarding annexation will be sent to the City Manager and the Director of Planning and Zoning.

- C. **Coordination Email.** County staff and City staff will need to communicate often on GB and annexation matters. The preferred County email address for coordination is [GBcoordination@cherokeega.com](mailto:GBcoordination@cherokeega.com). The County agrees that this email address includes at a minimum: County Manager, Community Development Agency Director, Director of Planning and Zoning, and additional staff.

The County agrees that official communication regarding annexation will be sent to the City Manager and the Director of Planning and Zoning.

- D. **Unimpeded Communication.** Notwithstanding any other provisions contained herein to the contrary, to avoid any confusion or miscommunication between the Parties, the Primary Contacts are authorized to waive any formalities and communicate directly by any and all means necessary and available, including but not limited to by telephone, email, in-person meeting, etc., to properly execute the provisions of this MOU and the Growth Boundary Agreement, as adopted by the Parties. The Primary Contacts are a failsafe in the communication between the Parties, striving to provide the Parties with the most up-to-date and correct information to minimize the possibility of conflict or disagreement.

3.

**Notice Documents.** In addition to the notice requirements set forth in O.C.G.A § 36-36-1 et seq., the SDS, and the Growth Boundary Agreement, the Parties agrees to make a good faith effort to provide the following additional information:

- A. Dates of Public Hearings and Anticipated Decision by the Governing Authority;
- B. Deeds/Legal Descriptions associated with the GB Project;
- C. Any unincorporated strips identified with legal description;
- D. Any Illustrative GB Project Concepts or Site Plans, high res preferred; and
- E. Area Map, illustrating the entire area proposed for the GB Project, identifying any unincorporated strips and tax parcel numbers.

All documents may be submitted electronically via email using the Notice Email. If documents are too large to email, County and City Staffs can coordinate a download protocol.

4.

**Coordination.** The Parties recognize that the annexation statute (O.C.G.A § 36-36-1 et seq.) limits the ability of the Parties to coordinate the best solutions and outcomes for a requested annexation with or without a development project proposed due to the time constraints and rigidity of the arbitration process set forth. Additionally, the Growth Boundary Agreement includes “GB Protocols” which detail the Process needed for execution by both Parties. Therefore, the Parties agree to coordinate (hereinafter referred to as “Coordination Period”) with all GB Projects, prior to the official acceptance of an annexation petition with or without accompanying rezoning application by the City or a rezoning application accepted by the County. The Coordination Period will begin once a pre-application meeting occurs between an applicant presenting a GB Project with an accompanying concept plan and the City or County. The County Manager and City Manager are directed to manage the Coordination Period as follows:

- A. The County Manager and City Manager can agree to waive and either party can terminate the Coordination Period at any time by email.
- B. Once a GB Project is communicated to the City or County either prior to or upon submittal of an annexation petition and/or rezoning application but before acceptance, the respective Party will notify the other of the proposed GB Project in accordance with the Section 1. The Parties can initiate the Coordination Period earlier, but once a pre-application meeting occurs between staff and an applicant presenting a GB Project concept, the Parties should initiate the Coordination Period within three business days following this meeting. A GB Project concept includes any illustrative exhibit of a GB Project proposed for construction on a property expected to petition for annexation or submit a rezoning application proposed for development. In the absence of a proposed development, any illustrative exhibit of the annexation area expected to petition for annexation should be provided.
- C. Upon receipt of the email, the respective Party will acknowledge the receipt of the email within one business day and propose meeting dates and times for respective staffs and/or officials to discuss the GB Project.
- D. The City and County agree to meet and discuss the GB Project within two weeks of the date of the notification email sent by the City.
- E. The City may include the Owner in the meeting as part of the negotiation between the Parties.
- F. The Parties agree to communicate and negotiate in good faith to revise the GB Project to mitigate impacts, if any, while working to achieve the objectives of the

Owner.

- G. The Parties agree to communicate and meet as often as needed during the Coordination Period.
- H. The Coordination Period expires thirty (30) days from the date of the notification email sent by the City unless the County Manager and City Manager both agree to extend the time for continued communication, with a mutually agreed upon expiration date established.
- I. Once the Coordination Period expires either by termination or expiration, the Party may accept the annexation petition and/or rezoning application (GB Project) and proceed through the annexation and /or rezoning process.
- J. All conversations regarding a potential annexation are considered confidential until a formal submittal has been made.

5.

This MOU may not be modified, amended, or terminated without the prior written consent of the County and City.

6.

All notices or requests to amend, modify, or terminate this MOU shall be in writing and shall be effective and deemed to have been properly given or served on the third (3<sup>rd</sup>) business day following the date on which such notice was deposited in the United States Mail, postage prepaid, properly addressed and registered or certified with return receipt requested or, in the case of hand delivery, on the date of actual delivery to the address of a party as specified or changed pursuant to this paragraph. Rejection or other refusal to accept, or inability to delivery because of changed address of which no notice has been given, shall constitute receipt of such notice, demand, or request. Any such notice or request shall be addressed as follows:

The County:                      County Manager  
   1130 Bluffs Parkway  
   Canton, Georgia 30114

with copies to:                  County Attorney  
   1130 Bluffs Parkway  
   Canton, Georgia 30114

The City: City Manager  
PO Box 285  
Ball Ground, GA 30107

with copies to: City Attorney  
111 West Main Street  
Canton, GA 30114

subject to the right of each party to designate a different address by notice similarly given.

7.

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

8.

This MOU shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

9.

Time is of the essence in the performance of the obligations, conditions and agreements set forth in this MOU.

10.

**Term.** The term of this MOU runs and shall expire on October 1, 2047.

(THIS SPACE LEFT BLANK INTENTIONALLY)




IN WITNESS WHEREOF, County and the City have caused this MOU to be executed and sealed, as of the date and year first above set forth.

CHEROKEE COUNTY, GEORGIA

  
Harry B. Johnston, Chairman

CITY OF BALL GROUND, GEORGIA

  
A. R. Roberts, III, Mayor



[CITY SEAL]

ATTEST:

  
Christy Black, County Clerk

ATTEST:

  
Karen Jordan, City Clerk



**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**RESOLUTION NO. 2022-R- 073**

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**A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND  
THE CITY OF BALL GROUND, GEORGIA, CITY COUNCIL, ESTABLISHING A  
GROWTH BOUNDARY AGREEMENT**

**WHEREAS**, the Cherokee County Board of Commissioners (herein after referred to as "County") and City of Ball Ground , Georgia, City Council (herein after referred to as "City," collectively referred to as the "Parties") recognize the significance of cooperative planning efforts and believe that such efforts can offer a better model for accommodating population growth and its associated impacts, and can often result in a more efficient and desirable pattern of development; and

**WHEREAS**, the County and City seek to sustain, protect, and further enhance the high quality of life enjoyed today by the residents of Cherokee County and the City of Ball Ground; and

**WHEREAS**, the County and City seek to responsibly balance residential, industrial, and commercial growth; and

**WHEREAS**, through cooperative planning efforts, the County and City desire to manage growth, collaborating where necessary on comprehensive and future land use planning, transportation planning, parks and recreational facilities, and development guidelines so that growth is managed proactively rather than reactively; and

**WHEREAS**, the County and City seek to establish a growth boundary as a growth management practice; and

**WHEREAS**, the County and City agree to work cooperatively, communicate, and coordinate plans for development within the growth boundary; and

**WHEREAS**, the County encourages the City to promote the development and redevelopment of property within the current corporate limits as a viable option before considering annexation and desires to work with the City to provide appropriate incentives to achieve this goal; and

**WHEREAS**, the County and City desire to work together and are committed to aligning land use and development goals; and

**AND NOW THEREFORE BE IT RESOLVED**, by the Cherokee County Board of Commissioners and the City of Ball Ground City Council, the Parties agree as follows:

1. **Growth Boundary Established.** The Growth Boundary (hereinafter referred to as "GB") is hereby established on the Growth Boundary Map for the City of Ball Ground, dated August 8, 2022 and attached hereto as Exhibit "A." The GB is an area located outside the current corporate boundaries of the City where the City agrees to limit annexation to the boundary identified through October 1, 2047; and
2. **Growth Boundary Generally.** The Parties recognize that property within the GB is not automatically eligible for annexation and must meet the requirements of O.C.G.A § 36-36-1 et seq., and that property within the GB is not guaranteed to be annexed, but these unincorporated properties between the existing municipal boundary and the growth boundary can affect the service delivery, character, and future prosperity of the City and are therefore logistically and logically attractive for incorporation; and
3. **Future Development/Land Use Coordination.** In concert with the establishment of the GB, the Parties agree to match future development/land uses, now and as amended with the respective Comprehensive Plan updates, within the unincorporated area of the GB, but recognize that future development/land uses may not align exactly; and
4. **Service Delivery Coordination.** Entering into the GB will allow the County and City to plan for infrastructure appropriately to address current and future service delivery needs in preparation for the next service delivery strategy update; and
5. **GB Protocols.** It is understood that the County and City will continue to face a balancing act between private property rights and the County and City authority to guide development for the common good of the community. The County and City desire to work together to honor the GB during the term of this agreement and therefore agree to the following:
  - a. **County – Inside GB.** If a property owner or designated representative (hereinafter referred to as "Owner") proposes a development project to the County for consideration located on a parcel(s) within the GB and/or is otherwise contiguous to the municipal boundary, the County will encourage the Owner to first contact the City for consideration. If the Owner refuses to meet with the City, the County will document this decision and disclose it to the City in accordance with Section 6. If the Owner meets with the City, but after doing so desires to work with the County, the County will contact the City for written input and analysis, if any, regarding the proposed development project.
  - b. **City – Inside GB.** If an Owner proposes to annex parcel(s) within the GB,

with or without a development project proposed, the City will follow the annexation procedures and notification provisions in accordance with the "Annexation Notification and Land Use Dispute Resolution Agreement," contained in the SDS, along with O.C.G.A § 36-36-1 et seq., for written input and analysis from the County.

- c. **County – Outside GB.** If a proposed development project is submitted by an Owner to the County for consideration on property located outside, but on property abutting the GB, the County will seek written input and analysis from the City regarding the proposed development project.
  - d. **City – Outside GB.** If a proposed development project is submitted by an Owner to the City for consideration on property located outside, but on property abutting the GB and/or otherwise contiguous to the municipal boundary, the City will encourage the Owner to first contact the County for consideration. If the Owner refuses to meet with the County, the City will document this decision and disclose it to the County in accordance with Section 6. If the owner meets with the County, but after doing so desires to work with the City, the City will contact the County for written input and analysis, if any, regarding the proposed development project in accordance with the provisions in (4)(b).
  - e. **Referendum.** If the City elects to conduct a referendum in accordance with O.C.G.A § 36-36-50 et seq., the County will not object.
  - f. **Municipal Property.** The County will not object to the annexation of property owned or purchased for public use by the City. The County will not object to the annexation of property providing passage for publicly assessable multi-use trails, either owned by the City in fee simple or acquired through permanent easements.
- 6. **Coordination and Communication MOU.** The parties agree to execute a separate Memorandum of Understanding (MOU), which will outline and address the specific methods and practices of communication between the parties; and
  - 7. **Private Property Rights.** This agreement does not limit an Owner's constitutional right to develop his/her property in accordance with the laws of the State of Georgia and the Constitution of the State of Georgia and the United States; and
  - 8. **Rights Reserved by the Parties.** Notwithstanding any other provisions to the contrary and only as a last resort, both Parties reserve all rights to the fullest extent of the law to interpose objections and litigate disputes in accordance with the SDS and the laws of the State of Georgia.

**AND NOW THEREFORE BE IT FURTHER RESOLVED,** the County and City

seek to continue to collaboratively plan and coordinate improvements to critical transportation routes, including but not limited to: the in-progress Ball Ground Truck Bypass joint project; and other, future projects such as multi-use trail projects that provide essential connectivity throughout the County and City; and

**AND NOW THEREFORE BE IT FURTHER RESOLVED**, the County and the City support each other in efforts to deliver infrastructure projects, complete community improvement projects and creative placemaking activities, and desire to collectively work together to accomplish these objectives; and

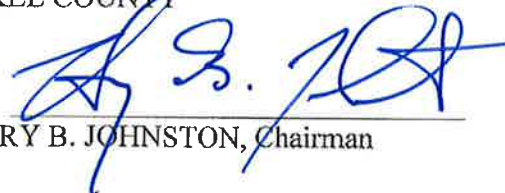
**AND NOW THEREFORE BE IT FURTHER RESOLVED**, by the Cherokee County Board of Commissioners and the City of Ball Ground City Council, that a new era of cooperation, collaboration, and communication is now underway between the County and the City, working together with the development community along with other stakeholders, including state and federal partners, to leverage the highest and best results for our citizens and business owners, ultimately achieving and sustaining the highest quality of life and investment attainable.

**SO RESOLVED, APPROVED, AND ADOPTED** this 20 day of Sep., 2022.

CITY OF BALL GROUND

By:   
A.R. ROBERTS, III, Mayor

CHEROKEE COUNTY

By:   
HARRY B. JOHNSTON, Chairman

Attest: Karen Jordan  
KAREN JORDAN, City Clerk

Attest: Christy Black  
CHRISTY BLACK, County Clerk

(SEAL)



# Proposed Ball Ground

