

**Action Requested/Required:**

- ☒ Vote/Action Requested  
☐ Discussion or Presentation Only  
☐ Public Hearing  
Report Date: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
Voting Date: \_\_\_\_\_

**Department:** City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

**Agenda Item Title:**

Review and Possible Approval of an IGA with the City of Ball Ground regarding a 2000 Ford F-550 Bucket Truck

**Summary:**

Mayor and Council recently approved the disposition of Canton's old 2000 Ford F-550 Bucket Truck. The City has purchased a new replacement and it is currently in service. Ball Ground approached the City in need of a bucket truck and expressed an interest in purchasing this vehicle. After review of a few sales comps, an amount of \$3,500 was suggested, along with other conditions. One of those conditions, which Ball Ground was amenable to and is found within the proposed IGA, was allowing the City of Canton to use the old bucket truck should something happen to the new one taking it out of service.

An IGA was prepared (attached) and City Management asks for Council to consider. While an auction of the vehicle may potentially garner a higher disposition/sales price, management questions if it would be significantly higher and executing an IGA with a sister Cherokee City would benefit both parties.

**Budget Implications:**

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: \_\_\_\_\_ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: \_\_\_\_\_

**Staff Recommendations:**

Staff Recommends: Motion to approve and execute an IGA with the City of Ball Ground to purchase a 2000 Ford F-550 Bucket Truck, as per terms found within the IGA, and for the Mayor to sign said IGA.

**Reviews:**

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

**Attachments:**

Proposed IGA with Ball Ground

STATE OF GEORGIA  
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), is entered into by and between the **CITY OF CANTON, GEORGIA**, a municipal corporation, acting by and through its governing authority, the Mayor and the Canton City Council (hereinafter “Canton”), and the **CITY OF BALL GROUND, GEORGIA**, a municipal corporation, acting by and through its governing authority, the Mayor and the Ball Ground City Council (hereinafter “Ball Ground”).

**WITNESSETH:**

**WHEREAS**, this Agreement is designed to facilitate the conveyance of equipment between municipal corporations located in Cherokee County, Georgia as authorized by Ga. Const. Art. 9, § 3, ¶ 1; and

**WHEREAS**, Canton and Ball Ground are authorized to contract with each other for the sale and use of equipment, including motor vehicles; and

**WHEREAS**, Canton and Ball Ground mutually undertake to permit the use of said equipment, borrowing from one from another; and

**WHEREAS**, Canton is the owner of a certain motor vehicle, and Canton agrees to sell said motor vehicle, specifically a 2000 Ford F-550 bucket truck, which Canton determined to be surplus to the needs of Canton, and Ball Ground agrees to purchase said motor vehicle and permit its shared use with Canton, and

**WHEREAS**, Canton’s Mayor and City Council determined that transferring said vehicle to Ball Ground, a neighboring city in Cherokee County, is in the best interest of the citizens of Canton and promotes efficient intergovernmental cooperation, including shared use of equipment, and

**WHEREAS**, Canton and Ball Ground agree that such intergovernmental agreement serves a valid public purpose by promoting efficient use of taxpayer resources and is consistent with the missions of Canton and Ball Ground, and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Conveyance of Property**

Canton agrees to convey to Ball Ground, and Ball Ground agrees to purchase from Canton, the following described motor vehicle (the "Vehicle"):

**Year:** 2000

**Make:** Ford

**Model:** F-550 7.3L Powerstroke diesel with Altec Bucket L37M

**VIN:** 1FDAF56F8YEC39916

**Current Odometer:** 156,256

**Purchase Price**

The purchase price for the Vehicle shall be three thousand five hundred (\$3500.00) dollars. Ball Ground shall deliver the purchase price to Canton in the form of a check or electronic fund transfer within \_\_\_\_ days of the execution of this Agreement.

**Condition of Vehicle "As Is"**

Ball Ground acknowledges that the Vehicle is a used municipal vehicle. The vehicle is sold "As Is, Where Is, With All Faults." Canton makes no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

**Title, Registration and Bill of Sale**

Upon receipt of the purchase price, Canton shall execute and deliver the certificate of title to Ball Ground and complete any documentation required by the Georgia Department of Revenue to transfer title and registration to Ball Ground. Ball Ground shall be responsible for all costs associated with the transfer of title and registration with the Georgia Department of Revenue. Canton shall execute in favor

of Ball Ground any Bill of Sale, including Ga. Form T-7, relative to the Vehicle necessary to complete said transfer of title and registration.

### **Liability**

Risk of any loss shall pass from Canton to Ball Ground upon physical delivery of the Vehicle.

### **Shared Use**

Canton shall be granted use of the Vehicle, at no cost, coordinated through the offices of city managers, or their designees, of Canton and Ball Ground. Canton shall provide reasonable notice of requests dates and times of use of said Vehicle. The shared use provisions of this Agreement shall commence on the Effective Date indicated above and shall remain in full force and effect for a period of two (2) years, expiring on the End Date, \_\_\_\_\_, 2028.

To the extent permitted by Georgia law, Canton agrees to indemnify and hold harmless Ball Ground, its elected and appointed officials, employees, agents, and attorneys from and against any and all loss, costs, damages and expenses (including court costs and reasonable attorneys' fees actually incurred) arising from, out of, or in connection with, the negligent or willful misconduct of Canton, or its employees, agents, contractors, or subcontractors relative to Canton's use of the Vehicle pursuant to the shared use provisions of this Agreement.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

### **Entire Agreement**

This Agreement shall constitute the entire agreement between Canton and Ball Ground, and no modification thereof shall be binding unless evidenced by a subsequent signed, written agreement.

### **Severability of Terms**

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

### **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested with proper postage paid, addressed to the City Manager of Canton and/or the City Manager of Ball Ground.

#### **CITY OF CANTON**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

#### **CITY OF BALL GROUND**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_