

Service Delivery Strategy Plan

Respectfully Submitted to the Georgia Department of Community
Affairs

for

Sumter County
City of Americus
City of Plains
City of Leslie
City of Andersonville
City of Desoto

RECEIVED

OCT - 5 P.M.

September 24, 1999



SERVICE DELIVERY STRATEGY

FOR

SUMTER

COUNTY

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:

- * SUMTER COUNTY
- * CITY OF AMERICUS
- * CITY OF PLAINS
- * CITY OF LESLIE
- * CITY OF ANDERSONVILLE
- * CITY OF DESOTO
- * SUMTER COUNTY LIVESTOCK AUTHORITY
- * AMERICUS-SUMTER COUNTY PAYROLL DEVELOPMENT AUTHORITY
- * AMERICUS THEATER & CULTURAL CENTER AUTHORITY
- * DOWNTOWN DEVELOPMENT AUTHORITY
- * HOUSING AUTHORITY

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

- | | |
|---|--|
| -1. Courts -1 | -17. Solid Waste Collection & Disposal -15 |
| -2. Elections -4 | -18. Water Distribution & Treatment Systems -2 |
| -3. Property Tax Assessment & Collection -14 | -19. Waste Water -26 |
| -4. Ambulance Service -6 | -20. Housing -24 |
| -5. Jails -11 | -21. Restaurant -27 |
| -6. Emergency Management Services -9 | -22. Airport -25 |
| -7. Law Enforcement -12 | -23. Parks & Recreation -16 |
| -8. Fire Protection -10 | -24. Libraries -17 |
| -9. Transit System -23 | -25. LEAP (Literacy) -29 |
| -10. Cemeteries -21 | -26. Animal Control & Humane Society -5 |
| -11. Tourism -20 | -27. Georgia National Guard -30 |
| -12. Health & Human Services -13 | -28. Southwest Georgia Eastern Seals -31 |
| -13. Economic Development -19 | -29. Boys & Girls Club -32 |
| -14. Road/Bridge Construction & Maintenance -22 | -30. Land Use Planning & Zoning - Building |
| -15. Livestock Sales -28 | -31. Inspections - Code Enforcement -8 |
| -16. Natural Gas Distribution System -7 | |

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

County: SUMTER Service: COURTS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) **Sumter County, City of Americus, City of Plains, City of Leslie**

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|------------------|-----------------------------------|
| Sumter County | General Funds, Fines, Forfeitures |
| City of Americus | General Funds, Fines, Forfeitures |
| City of Plains | General Funds, Fines, Forfeitures |
| City of Leslie | General Funds, Fines, Forfeitures |
| | |
| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER Service: COURTS

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County provides Superior, State, Magistrate, Probate, and Juvenile Court Services for the municipalities and the unincorporated areas of the county.

The Cities of Americus, Plains, and Leslie provide municipal court services in cases which the municipal court has jurisdiction under state law and city charter.

Sumter County provides all court services for law violations committed within the incorporated limits of the Cities of Andersonville and Desoto.

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

County: SUMTER Service: ELECTIONS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains, City of Leslie, City of Andersonville, City of Desoto

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|-----------------------|---------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| City of Plains | General Funds |
| City of Leslie | General Funds |
| City of Andersonville | General Funds |
| City of Desoto | General Funds |

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

No Change

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:

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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?

County: SUMTER Service: ELECTIONS

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County performs County, State and Federal elections.

Sumter County provides voter registration countywide to both the incorporated and unincorporated areas of the county. Cities utilize Sumter County voter registration information for City elections.

Each of the five Cities located with in Sumter County holds their respective municipal elections.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER **Service:** PROPERTY TAX ASSESSMENT & COLLECTION

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services)* **Sumter County, City of Americus, City of Plains, City of Leslie**

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| City of Plains | General Funds |
| City of Leslie | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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: |
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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?

County: SUMTER Service: PROPERTY TAX ASSESSMENT & COLLECTION

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County provides tax assessment services to the unincorporated and incorporated residents of the county. Sumter County also collects the property taxes for both the unincorporated and incorporated areas of the county.

The Cities of Americus, Plains and Leslie provide municipal tax collection for the services provided by those respective cities for their residents.

The cities of Andersonville and Desoto do not collect municipal taxes.

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

County: SUMTER Service: AMBULANCE SERVICE

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

Service will be provided countywide by a single service provider. **Sumter County**
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

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|---------------|---------------|
| Sumter County | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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:

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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?

County: SUMTER Service: AMBULANCE SERVICE

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County provides the ambulance service for the unincorporated as well as the incorporated areas of the county.

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

County: SUMTER Service: JAILS

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

Service will be provided countywide by a single service provider. **Sumter County**
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| Sumter County | General funds, fines, forfeitures, municipal lodging fees, other county lodging fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
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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?

County: SUMTER Service: JAILS7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 1999 Date Amended: 6/29/048. 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***Explanation of Services:***

Sumter County provides Jail Services for both the unincorporated and incorporated areas of the county. Periodically, Sumter County will house prisoners (male or female) from surrounding counties; however, Sumter County will house prisoners (male or female) from any county located in the State of Georgia, if the need were to arise.

The Cities of Americus and Leslie police departments transport detainees to the Sumter County jail complex for confinement.

The Cities of Andersonville, Plains and Desoto rely on the Sumter County Sheriff's Department for law enforcement and transport of offenders.

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

County: SUMTER Service: JAILS

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

*Amended
7/9/04*

Service will be provided countywide by a single service provider. Sumter County
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| Sumter County | General funds, fines, forfeitures, municipal lodging fees, other county lodging fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
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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?

County: SUMTER Service: JAILS

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County provides Jail Services for both the unincorporated and incorporated areas of the county. Periodically, Sumter County will house prisoners (male or female) from surrounding counties; however, Sumter County will house prisoners (male or female) from any county located in the State of Georgia, if the need were to arise.

The Cities of Americus, Plains, and Leslie police departments transport detainees to the Sumter County jail complex for confinement.

The Cities of Andersonville and Desoto rely on the Sumter County Sheriff's Department for law enforcement and transport of offenders.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: EMERGENCY MANAGEMENT SERVICES

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

Service will be provided countywide by a single service provider. **Sumter County**
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|---------------|---------------|
| Sumter County | General funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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:

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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?

County: SUMTER Service: EMERGENCY MANAGEMENT SERVICES

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County provides emergency management services for both the incorporated and unincorporated areas of the county. The service is provided by the Sumter County Sheriff's Department and is included in the Sheriff's budget.

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

County: SUMTER Service: LAW ENFORCEMENT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Leslie

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------------------------|
| Sumter County | General funds, fines, forfeitures |
| City of Americus | General funds, fines, forfeitures |
| City of Leslie | General funds, fines, forfeitures |
| | |
| | |

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

Sumter County will be providing Law Enforcement for the City of Plains

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: |
|-----------------|----------------------|-----------------------------|
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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?

JUL 9 2004

County: SUMTER Service: LAW ENFORCEMENT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 1999 Date Amended: 6/29/04

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

Explanation of Services:

The Sumter County Sheriff's Department is available to both the incorporated and unincorporated areas of the county. Sumter County Sheriff's Department is also the primary law enforcement for the Cities of Andersonville, Desoto and Plains.

The Cities of Americus, and Leslie provide law enforcement within the incorporated limits of their respective cities.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: LAW ENFORCEMENT

AMENDED
7/9/04

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains, City of Leslie*

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------------------------|
| Sumter County | General funds, fines, forfeitures |
| City of Americus | General funds, fines, forfeitures |
| City of Plains | General funds, fines, forfeitures |
| City of Leslie | General funds, fines, forfeitures |
| | |
| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
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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?

County: SUMTER Service: LAW ENFORCEMENT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The Sumter County Sheriff's Department is available to both the incorporated and unincorporated areas of the county. Sumter County Sheriff's Department is also the primary law enforcement for the Cities of Andersonville and Desoto.

The Cities of Americus, Plains and Leslie provide law enforcement within the incorporated limits of their respective cities.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: FIRE PROTECTION

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains, City of Leslie

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| Sumter County | General Funds, special tax district rate |
| City of Americus | General Funds |
| City of Plains | General Fund, |
| City of Leslie | General funds |
| City of Desoto | General Funds |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|---|----------------------------------|-----------------------------------|
| 27 th Fire Protection District | Sumter County & City of Americus | January 1999 to December 31, 2003 |
| | | |
| | | |

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?

County: SUMTER Service: FIRE PROTECTION7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 1999 Date Amended: 6/29/048. 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***Explanation of Services:***

Sumter County has four (4) fire districts that provide fire protection in the unincorporated areas of the county. Three (3) of the districts are volunteer fire districts. The final fire district is under contract with the City of Americus. The City of Americus provides paid fire fighters and the residents residing within that fire district pay by a special tax included in their property taxes.

The City of Americus currently has 3 fire stations located within the city limits of Americus that serves the city residents. The City of Americus provides paid firefighters to the residents of the city.

The City of Plains has one (1) fire station located within the city limits of Plains. The equipment is provided by the City of Plains and run by volunteer fire fighters.

The City of Leslie has one (1) fire station located within the city limits of Leslie. The equipment is provided by the City of Leslie and run by volunteer fire fighters.

The City of Andersonville has one(1) fire station located within the city limits of Andersonville. The equipment is provided by the City of Andersonville and is run by volunteer firefighters.

The City of Desoto has one (1) fire station located within the city limits of Desoto. The equipment is provided by the City of Desoto and is run by volunteer firefighters.

See Exhibit #1, Map of the fire districts and contract of special fire district

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: FIRE PROTECTION

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

REVISOR
7/9/04

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) **Sumter County, City of Americus, City of Plains, City of Leslie**

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| Sumter County | General Funds, special tax district rate |
| City of Americus | General Funds, |
| City of Plains | General Funds, |
| City of Leslie | General funds. |
| | |
| | |

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

No Change

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: |
|---|----------------------------------|-----------------------------------|
| 27 th Fire Protection District | Sumter County & City of Americus | January 1999 to December 31, 2003 |
| | | |
| | | |

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?

County: SUMTER Service: FIRE PROTECTION

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County has three (3) fire districts that provide fire protection in the unincorporated areas of the county. Two (2) of the districts are volunteer fire districts. The final fire district is under contract with the City of Americus. The City of Americus provides paid fire fighters and the residents residing within that fire district pay by a special tax included in their property taxes.

The City of Americus currently has 2 fire stations located within the city limits of Americus that serves the city residents. A third fire station is under construction and is expected to go into operation by mid October, 1999. The City of Americus provides paid firefighters to the residents of the city.

The City of Plains has one (1) fire station located within the city limits of Plains. The equipment is provided by the City of Plains and run by volunteer fire fighters.

The City of Leslie has one (1) fire station located within the city limits of Leslie. The equipment is provided by the City of Leslie and run by volunteer fire fighters.

The City of Andersonville has one(1) fire station located within the city limits of Andersonville. The equipment is provided by the City of Andersonville and is run by volunteer firefighters.

The City of Desoto has one (1) fire station located within the city limits of Desoto. The equipment is provided by the City of Desoto and is run by volunteer firefighters.

See Exhibit #1, Map of the fire districts and contract of special fire district

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

County: SUMTER Service: TRANSIT SYSTEM

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

- Service will be provided countywide by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) **City of Americus**
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.
- 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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| City of Americus | General Funds, User Fees and DOT funds |
| | |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|---------------------|-----------------------------|
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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?

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: TRANSIT SYSTEM

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) City of Americus*

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| City of Americus | General Funds, User Fees and DOT funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

Revised

County: SUMTER Service: TRANSIT SYSTEM

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The City of Americus provides a transit system inside the city limits of Americus for the residents.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: CEMETERIES

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) City of Americus, City of Leslie, City of Desoto, City of Andersonville

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | General Funds, Lot Sales |
| City of Leslie | General Funds, Lot Sales |
| City of Desoto | General funds |
| City of Andersonville | General Funds |
| | |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

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

County: SUMTER Service: CEMETERIES

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) City of Americus, City of Leslie, City of Desoto, City of Andersonville

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | General Funds, Lot Sales |
| City of Leslie | General Funds, Lot Sales |
| City of Desoto | General funds |
| City of Andersonville | General Funds |
| | |
| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

Revised

County: SUMTER Service: CEMETERIES

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The City of Americus operates two (2) cemeteries within the city limits of Americus. These cemeteries are managed and maintained with general funds and lot sales.

The City of Leslie owns and operates one (1) cemetery within the city limits of Leslie. The cemetery is managed and maintained with general funds and lot sales.

The City of Desoto operates one (1) cemetery within the city limits of Desoto. The cemetery is managed and maintained with general funds.

The City of Andersonville maintains one (1) cemetery within the city limits of Andersonville. The cemetery is maintained with general funds.

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

County: SUMTER Service: TOURISM

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

| Service will be provided countywide by a single service provider.

| Service will be provided only in the unincorporated portion of the county by a single service provider.

| One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) City of Americus, City of Plains and the City of Andersonville.

| One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

| 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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority | Funding Method |
|-------------------------------|---|
| City of Americus | Hotel-Motel Tax, User Fees, General Funds |
| City of Plains | General Funds |
| City of Andersonville | General Funds |
| | |
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| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: TOURISM

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

- Service will be provided countywide by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) City of Americus, City of Plains and the City of Andersonville.*
- 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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|---|
| City of Americus | Hotel-Motel Tax, User Fees, General Funds |
| City of Plains | General Funds |
| City of Andersonville | General Funds |
| | |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

Revised

County: SUMTER Service: TOURISM

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The City of Americus provides tourism through a tourism council that is funded by a hotel motel tax. Also promoted by tourism funds will be the historic downtown theater scheduled to open in late September, 1999. The theater will be operated and maintained through 2% of the hotel motel tax, user fees and general funds will make up the difference, if necessary.

The City of Plains provides tourism through general funds. The City of Plains promotes Jimmy Carter Sites outside the city limits and the old high school located within the city limits of Plains. The City of Plains is also involved with the Andersonville Trail.

The City of Andersonville promotes the city and the Andersonville Trail.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: HEALTH & HUMAN RESOURCES

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

Service will be provided countywide by a single service provider. **Sumter County**
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|---|
| Sumter County | General, State and Federal Funds, User Fees |
| | |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
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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?

County: SUMTER Service: HEALTH & HUMAN RESOURCES

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

There is one (1) health facility located in Sumter County.

Sumter County provides a health department for incorporated and unincorporated residents of Sumter County. The health facility provides basic preventative care, immunizations, pre-natal care, environmental health, flu shots for the elderly, etc. As stated on page one, the health department is funded through Sumter County, State and Federal funds and client fees.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: ECONOMIC DEVELOPMENT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and City of Americus*

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|--|---|
| Downtown Development Authority (Americus) | General Funds, 1 mill tax charged to central business improvements district |
| Payroll Development Authority (Sumter County & City of Americus) | SPLOST Tax |
| Sumter County | General Funds |
| | |
| | |
| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER Service: ECONOMIC DEVELOPMENT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The City of Americus provides economic development services toward improvements to the downtown central district. This is accomplished through general funds and a 1 millage tax rate paid by the downtown businesses.

Sumter County and the City of Americus provided SPLOST funds to the Payroll Development Authority (PDA). The funds are used as a revolving loan. Through these funds the PDA may acquire property, sell or lease property, for the purpose of economic development in Sumter County. The Authority assists new businesses in their development and existing businesses in their expansion for the creation of jobs, business and economic expansion in Sumter County.

The Chamber of Commerce is allocated funds by Sumter County in order to promote economic development throughout the county. The Chamber serves existing small businesses and promotes new business development.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: ROAD AND BRIDGE MAINTENANCE

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains, City of Leslie

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|-----------------------|--------------------------|
| Sumter County | General Funds, DOT Funds |
| City of Americus | General Funds, DOT Funds |
| City of Plains | General Funds, DOT Funds |
| City of Leslie | General Funds |
| City of Andersonville | General Funds |
| City of Desoto | General Funds |

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

Signed Agreement between Sumter County and Municipalities (See exhibit #2)

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:

| | | |
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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?

County: SUMTER Service: ROAD AND BRIDGE MAINTENANCE

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The Sumter County Public Works Department provides maintenance to all county roads and bridges in the unincorporated areas of Sumter County.

In addition, Sumter County provides maintenance to the following roads located within the city limits of Americus.

City Roads Maintained by Sumter County:

- | | | |
|---------------------|-------------------|------------------|
| Thomas Road | Brady Road | Warren Avenue |
| Mathews Drive | Swett Avenue | Mims Circle |
| Payton Drive | Hillside Drive | Andrews Drive |
| Shady Lane | Southerfield Road | Industrial Blvd |
| Martin Street | Marietta Street | Industrial Drive |
| Lakeshore Drive | Mallon Drive | Rawley Road |
| Chrissy Lane | O'Hara Road | Raymond Road |
| Webber Road | Eckles Road | Patton Road |
| Laudig Lane | Hickory Drive | Morris Drive |
| Lake Jennifer Drive | Morningside Drive | |

City Roads partially maintained by Sumter County:

- | | |
|------------|---------------|
| Rigas Road | Felder Street |
|------------|---------------|

Sumter County reserves control over the above stated roads, thereby controlling driveway construction, utility construction, road widening, lane widths and construction standards and other transportation standards that effect safety and uniformity to acceptable DOT road maintenance exercises.

In addition, permission must be given by the county to cut or disturb a county maintained road inside the city limits. Once permission is received, the city will then be responsible for the repairs to the roadway.

The City of Americus performs maintenance on their city streets, with the exception of the above listed streets.

The Cities of Plains, Leslie, Andersonville, and Desoto have road maintenance departments.

Sumter County does assist the cities located within the county. When the Sumter County Public Works Department receives a request from a city for assistance on city streets, the county provides the labor and equipment. The cities are required to provide funding of the materials. The City's request is then placed on the Sumter County Public Works project list for completion of the work within a reasonable time period.

Sumter County and the City of Americus have agreed that in the event SPLOST funds are considered for road improvements, the City of Americus elected officials shall be included in the deliberations and decision making process regarding road construction/maintenance projects to be included in the referendum.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: LIVE STOCK SALES

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

Service will be provided countywide by a single service provider. **Sumter County**
(See page two of this form for explanation of Services)

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|-----------------------------------|-----------------|
| Sumter County Livestock Authority | User Fees |
| | |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
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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?

County: SUMTER Service: LIVE STOCK SALES

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The board of directors of the authority operates the livestock authority for the purpose of providing market sources for the cattle and hog farmers of Sumter County.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: NATURAL GAS DISTRIBUTION SYSTEMS

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

- | Service will be provided countywide by a single service provider.
- | Service will be provided only in the unincorporated portion of the county by a single service provider.
- | One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) **City of Americus, City of Andersonville.**
- | One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.
- | 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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | User Fees |
| City of Andersonville | General Funds, User Fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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?

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: NATURAL GAS DISTRIBUTION SYSTEMS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) City of Americus, City of Andersonville.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|-----------------------|--------------------------|
| City of Americus | User Fees |
| City of Andersonville | General Funds, User Fees |
| | |
| | |
| | |
| | |

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

No Change

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:

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

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?

Revised

County: SUMTER Service: NATURAL GAS DISTRIBUTION SYSTEM

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The City of Andersonville provide natural gas inside the city limits of Andersonville only.

The City of Americus provides natural gas both inside and outside the city limits of Americus. The rates are recalculated each month and are available from the Customer Service Department located at Americus City Hall. Rate fees charged are the same to both incorporated and unincorporated residents.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: SOLID WASTE DISPOSAL & COLLECTION

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains, City of Leslie, City of Andersonville, City of Desoto

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| Sumter County | User Fees |
| City of Americus | User Fees |
| City of Plains | User Fees |
| City of Leslie | User Fees |
| City of Andersonville | General Funds, User Fees |
| City of Desoto | User Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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?

County: SUMTER Service: SOLID WASTE COLLECTION & DISPOSAL

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County, Cities of Americus, Leslie and Desoto residents contract with the Crisp County solid waste Management Authority to collect and dispose of their residential solid waste. Sumter County Solid Waste Management provides billing for the unincorporated areas of Sumter County and the City of Desoto. The Cities of Americus and Leslie provide the billing for their residents. Sumter County unincorporated residents and resident within the city limits of Leslie and Desoto are charged \$12.25 monthly. Residents within the city limits of Americus are charged \$12.22 monthly for a residential hobo.

Commercial customers located in the unincorporated areas of Sumter County are charged in accordance with the size container and/or amount of solid waste produced. Sanitation rates are as follows:

| | |
|-----------------|---|
| Commercial hobo | \$12.25 monthly |
| Dumpster | Cost depends on size of dumpster and how often it has to emptied. |
| Additional hobo | \$7.00 monthly |

Commercial customers located within the City limits of Americus are charged in accordance with the size container and/or the amount of solid waste produced. Sanitation rates are as follows:

| | |
|-----------------|------------------------------------|
| Commercial hobo | \$14.51 monthly |
| Dumpster | \$ 3.21 per cubic yard per pick up |
| Additional hobo | \$ 5.50 monthly |

The City of Plains provides solid waste collection through a private contractor. The City of Plains provides billing to their residents. City of Plains residents are charged \$9.50 monthly for a residential hobo. Commercial establishments are charged \$14.50 monthly.

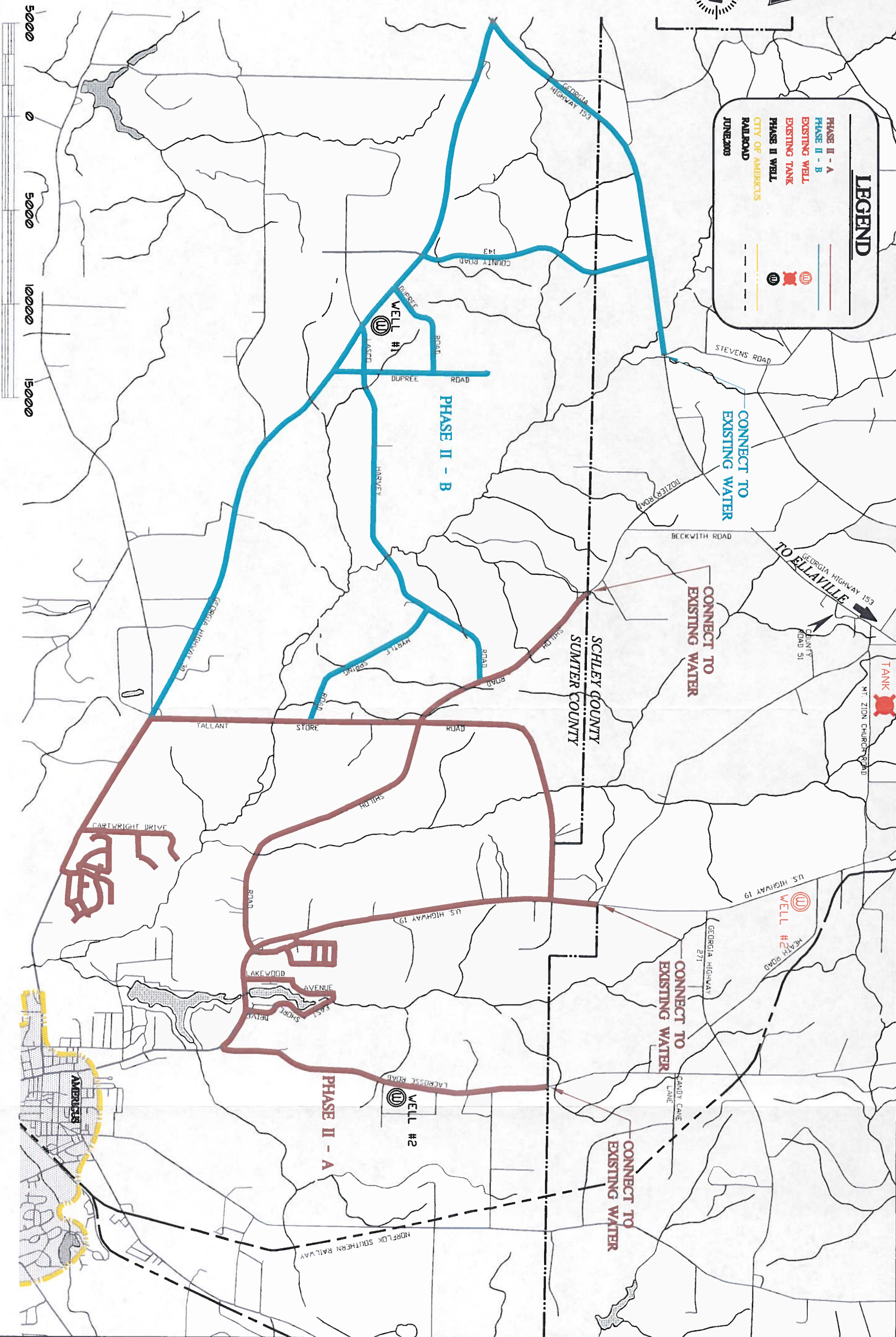
The City of Andersonville provides sold waste collection for their residents through the municipality. The City of Andersonville charges residents inside the city limits of Andersonville \$8.00 monthly. The City of Andersonville does provide limited solid waste collection within the surrounding unincorporated areas of Sumter County. These unincorporated residents are charged \$10.00 monthly.

Commercial customers located within the city limits of Andersonville are charged \$20.00 monthly and the solid waste is picked up daily.

The Cities of Americus, Plains and Leslie collects yard waste from their residential customers.

LEGEND

- PHASE II - A
- PHASE II - B
- EXISTING WELL
- EXISTING TANK
- PHASE II WELL
- CITY OF AMERICUS
- RAILROAD
- JUNE 2003



GRAPHIC SCALE IN FEET



SOUTHERN PHASE II



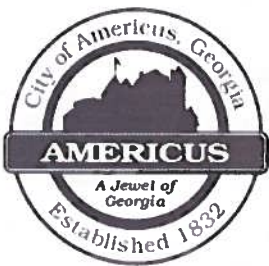
Carter & Sloope
 CONSULTING ENGINEERS
 ATHENS • MACON • SAVANNAH • VALDOSTA

| | |
|-------------|------------------|
| DSGN: | C & S |
| DRWN: | T.R.H. |
| SCALE: | 1"=5000' |
| DMG. NAME: | WATER INTO SLATS |
| PROJ. NO.: | 50099.003 |
| DATE: | OCTOBER 2004 |
| SHEET NO.: | 1 |
| OF 1 SHEETS | |

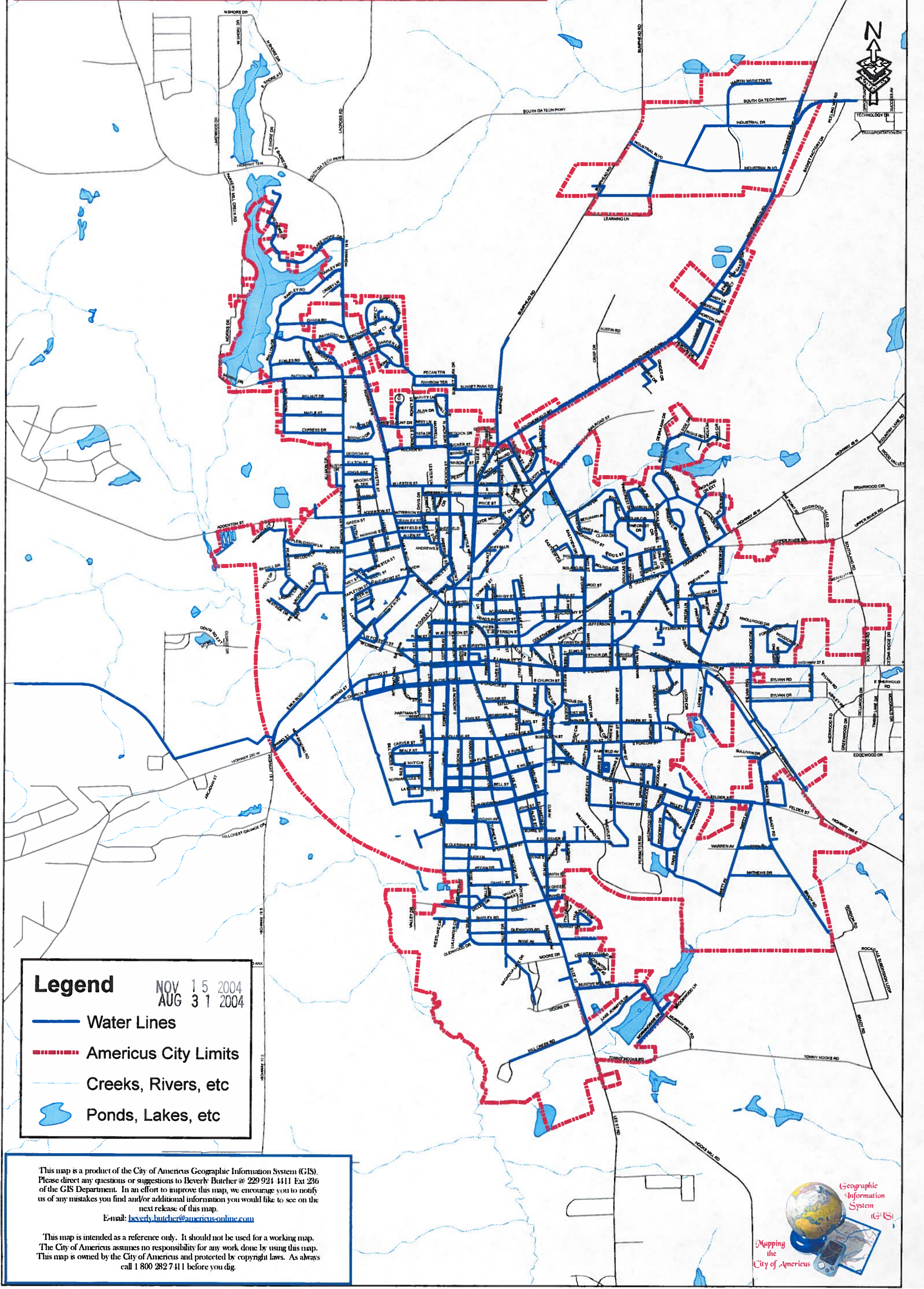
6310 PEAKE ROAD . MACON, GA 31210 . 478.477.3923 TEL . 478.477.4691 FAX

PHASE II
WATER SYSTEM IMPROVEMENTS
 FOR THE
SCHLEY COUNTY BOARD OF COMMISSIONERS
 SCHLEY COUNTY, GEORGIA

REVISIONS:






City of Americus Water Lines



Legend

NOV 15 2004
AUG 31 2004

-  Water Lines
-  Americus City Limits
-  Creeks, Rivers, etc
-  Ponds, Lakes, etc

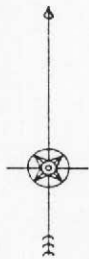
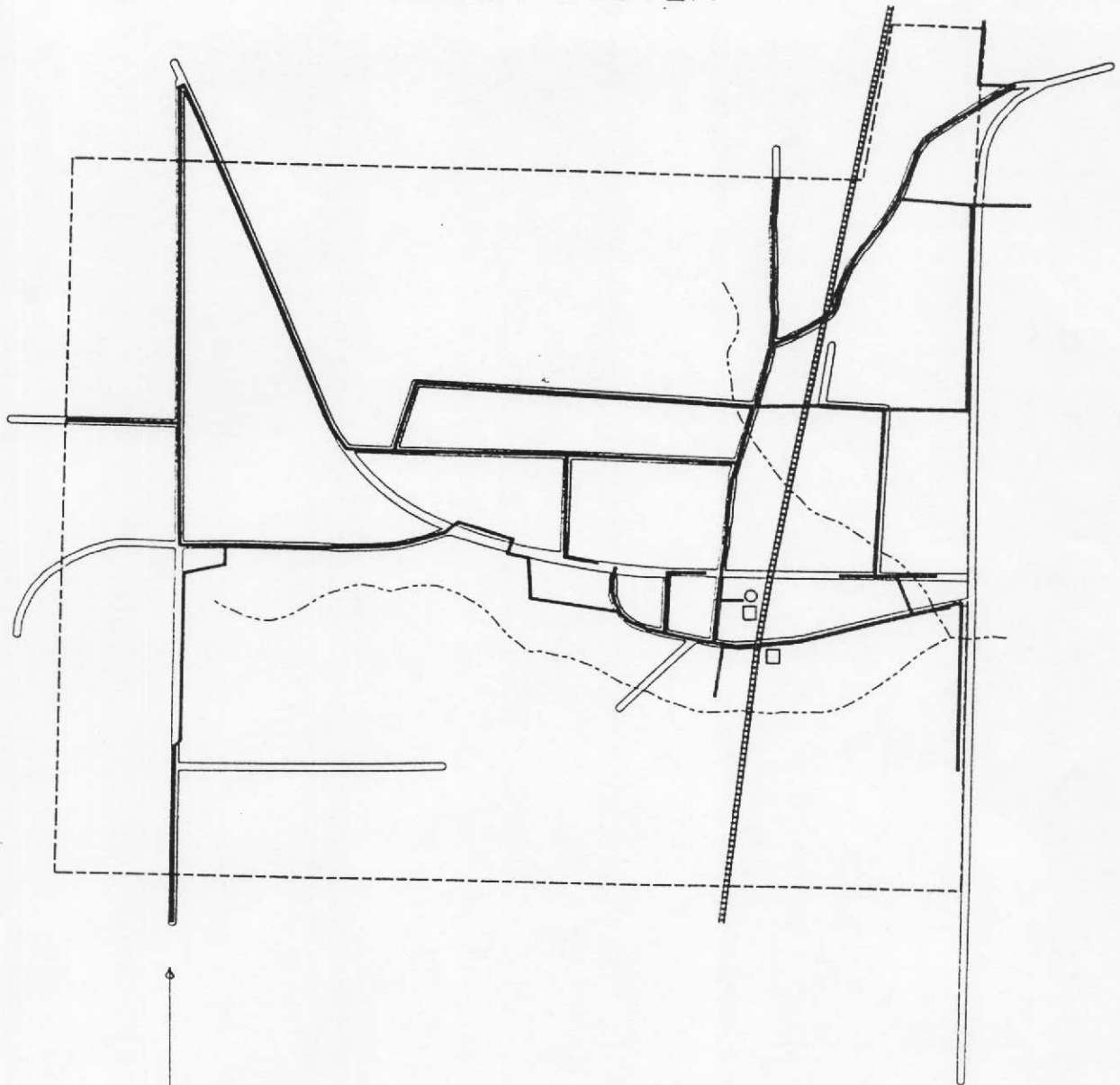
This map is a product of the City of Americus Geographic Information System (GIS). Please direct any questions or suggestions to Beverly Butcher @ 229 924 4111 Ext 236 of the GIS Department. In an effort to improve this map, we encourage you to notify us of any mistakes you find and/or additional information you would like to see on the next release of this map.

E-mail: beverly.butcher@americus-online.com

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CITY OF ANDERSONVILLE WATER SYSTEM



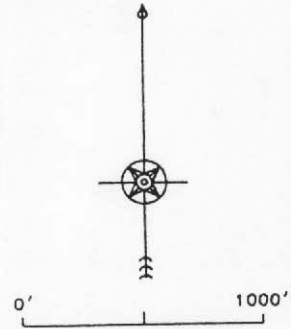
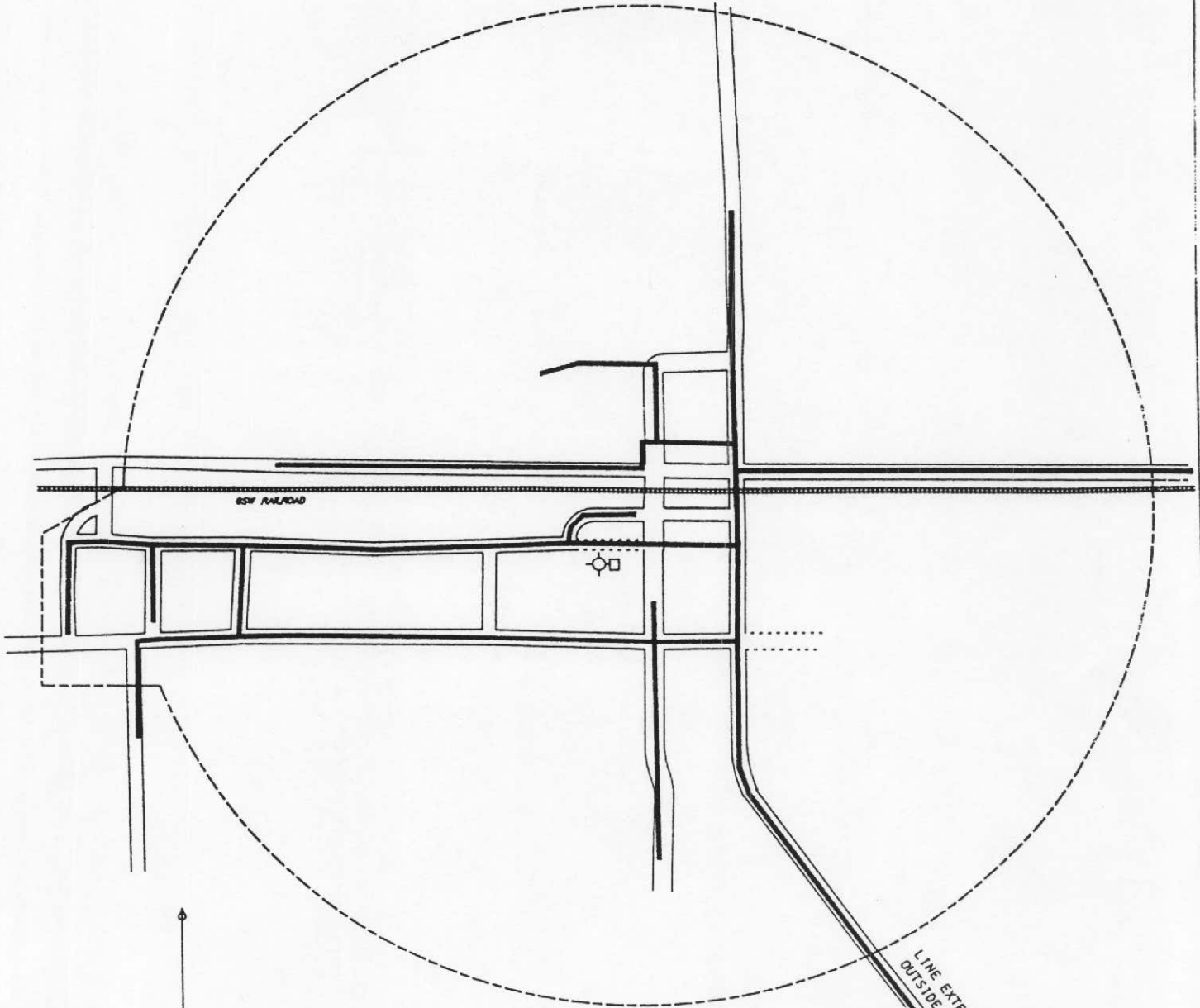
0' 1000' 2000'

LEGEND

- WATER LINES
- ELEVATED TANK
- WELL (2)

SOURCE:
TRIBBLE & RICHARDSON
CONSULTING ENGINEERS

WATER SYSTEM TOWN OF DESOTO



LEGEND

- WATER LINES
- ⊗ TANK
- TREATMENT PLANT

SOURCE:
TRIBBLE & RICHARDSON

LINE EXTENDS 2685'
OUTSIDE CITY LIMITS

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: WATER DISTRIBUTION & TREATMENT SYSTEMS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

(See page two for explanation of services)

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | User Fees |
| City of Plains | General funds, User Fees |
| City of Leslie | General funds, User Fees |
| City of Andersonville | General funds, User Fees |
| City of Desoto | General funds, User Fees |
| Schley County | General Funds, User Fees |

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

*No Change SEE * ON NEXT PAGE*

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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

7. Person Completing Form: Carol A. Southard

Phone Number: (912) 928-5779 Date Completed: August 16, 2004

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

Explanation of Services:

Sumter County does not own or operate any water systems in the unincorporated areas of the county.

The City of Americus provides potable treated water to residential and non-residential development located within the city limits. The City of Americus also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Plains provides potable treated water to residential and non-residential development located within the city limits. The City of Plains also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Leslie provides potable treated water to residential and non-residential development located within the city limits only. No water lines exist outside the city limits.

The City of Andersonville provides potable treated water to residential and non-residential development located within the city limits. The City of Andersonville also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Desoto provides potable treated to residential and non-residential development located within the city limits. The City of Desoto also provides potable treated water to an unincorporated area known as New Town located west of the city.

* Sumter County has agreed that Schley County will provide potable treated water to residential and non-residential development in Sumter County throughout the northern section of the County. (See attached map)

Water Rates are as follows:

Incorporated

| | | | |
|-------------------|------------------------------|-----------------|---|
| City of Americus: | Residential/Small Commercial | Base Fee \$3.67 | Operating Fee \$.82 per 100 cubic feet |
| | Senior Citizens Rate | Base Fee \$3.49 | Operating Fee \$.78 per 100 cubic feet |
| | Industrial Rate | Base Fee \$4.12 | Operating Fee \$.82 per 100 cubic feet |

Unincorporated

| | | | |
|-------------------|------------------------------|-----------------|--|
| City of Americus: | Residential/Small Commercial | Base Fee \$7.34 | Operating Fee \$ 1.64 per 100 cubic feet |
| | Senior Citizens Rate | Base Fee \$6.98 | Operating Fee \$ 1.56 per 100 cubic feet |
| | Industrial Rate | Base Fee \$8.24 | Operating Fee \$ 1.64 per 100 cubic feet |

SEE EXHIBIT #3 FOR EXPLANATION FROM THE CITY OF AMERICUS ON DIFFERENCE IN RATES AND MAP OF WATER DISTRIBUTION AREAS

Incorporated

| | | | |
|-----------------|-------------|---|--|
| City of Plains: | Residential | \$14.43 first 2,000 gallons | \$1.40 for each 1,000 gallons thereafter |
| | Commercial | \$18.40 first 2,000 gallons | \$1.55 for each 1,000 gallons thereafter |
| City of Plains: | Residential | Same as above with the exception of an additional \$3.00 charge monthly | |
| | Commercial | Same as above with the exception of an additional \$3.00 charge monthly | |

City of Leslie: No water lines located outside the city limits.

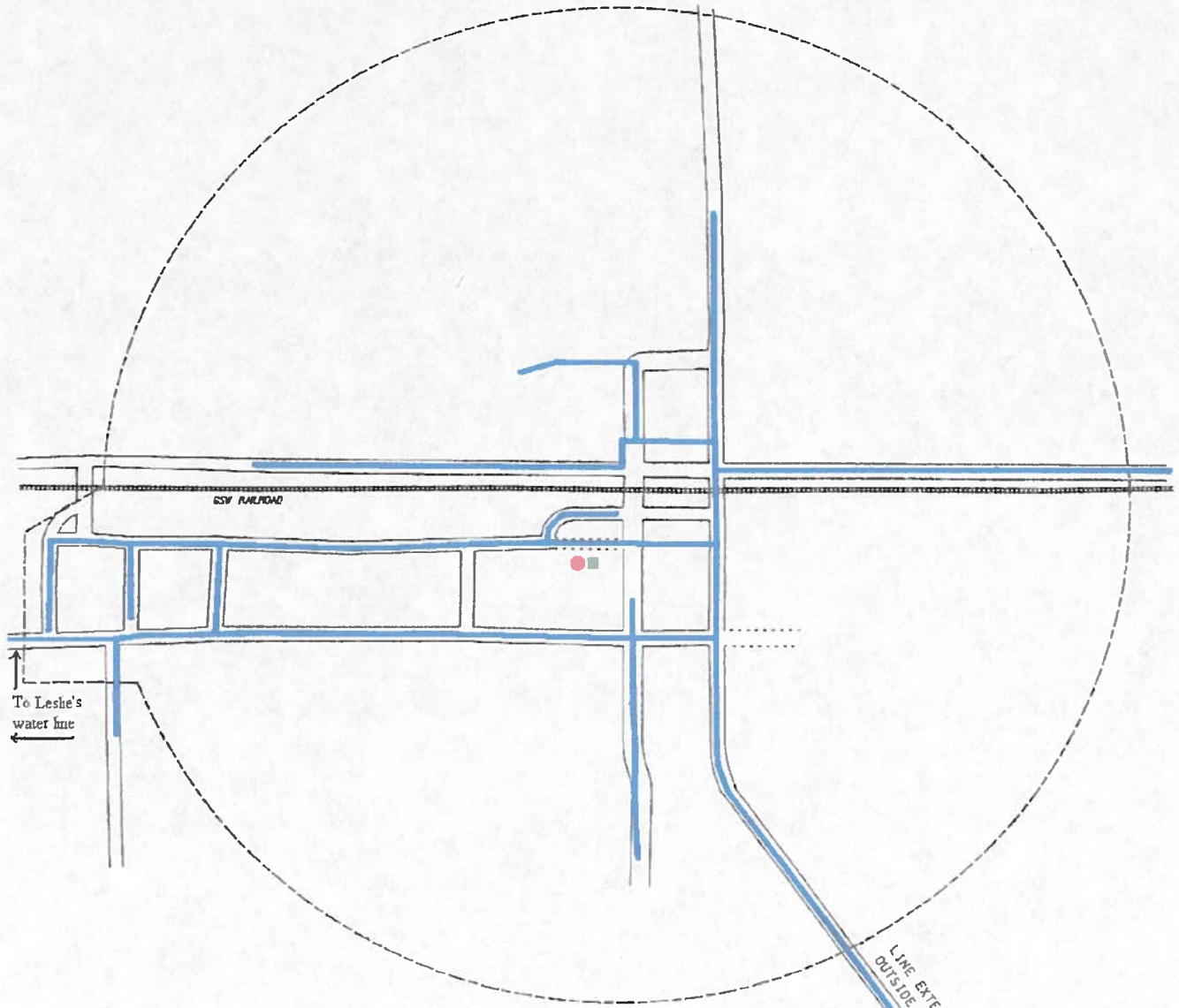
Incorporated & Unincorporated

| | | | |
|------------------------|--------------------------|----------------------------|--|
| City of Andersonville: | Residential & Commercial | \$6.50 first 2,000 gallons | \$ 1.50 for each 1000 gallons thereafter |
|------------------------|--------------------------|----------------------------|--|

Incorporated & Unincorporated

| | | | |
|-----------------|--------------------------|-----------------------------|--|
| City of Desoto: | Residential & Commercial | \$10.00 first 2,000 gallons | \$1.75 for each 1,000 gallons thereafter |
|-----------------|--------------------------|-----------------------------|--|

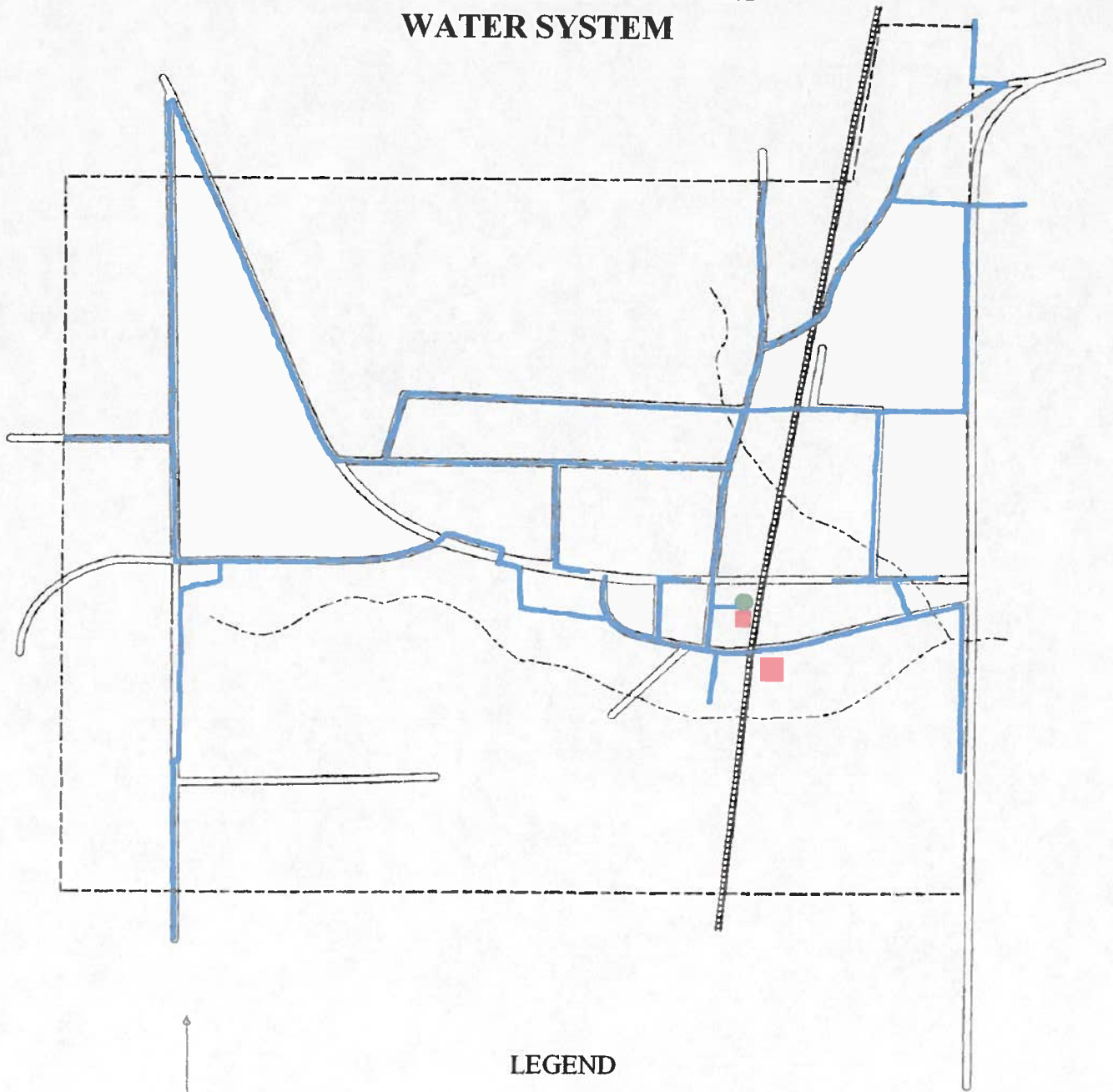
CITY OF DESOTO WATER SYSTEM






LEGEND

- WATER LINES
- TREATMENT PLANT
- ELEVATED TANK

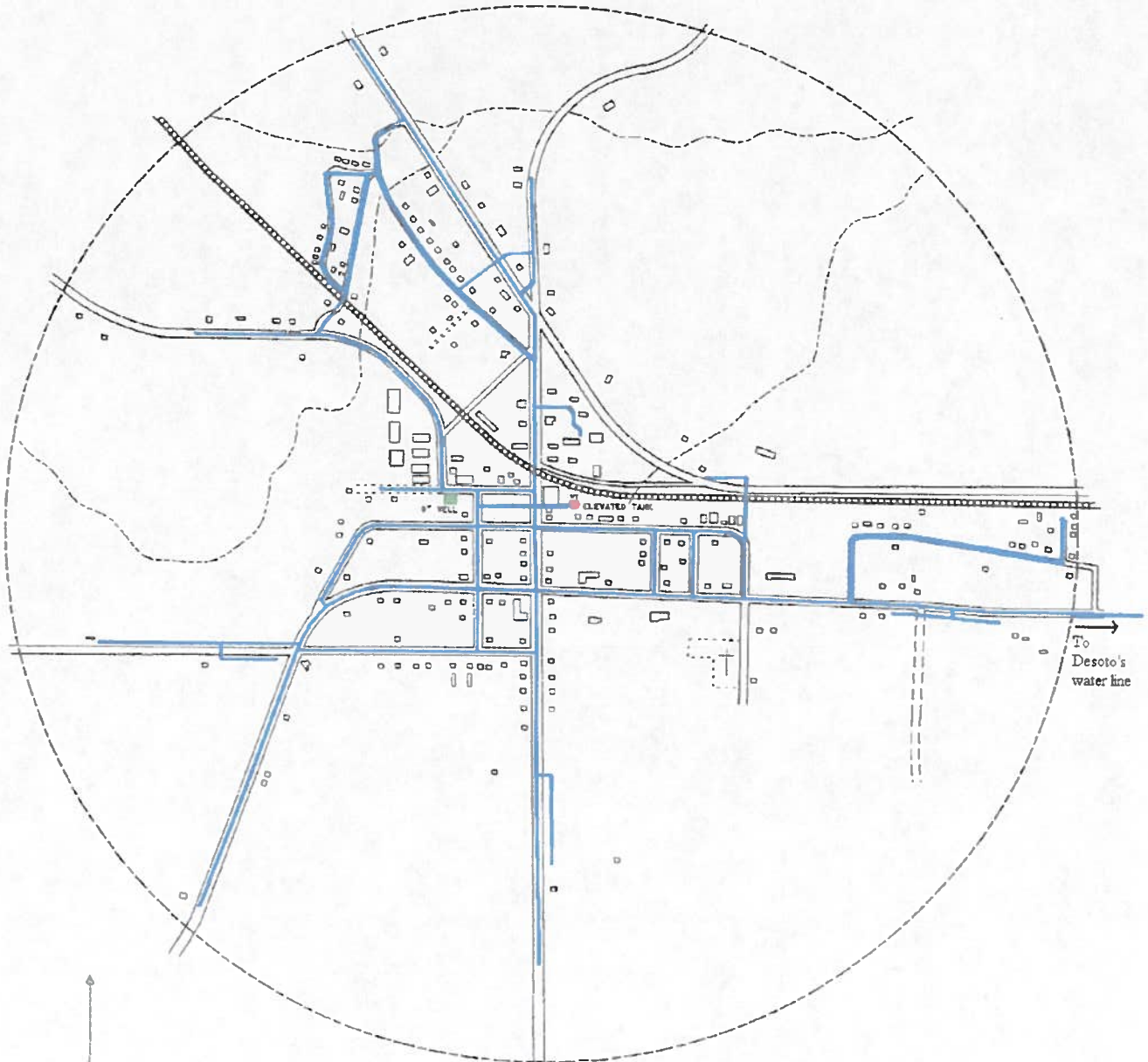
CITY OF ANDERSONVILLE WATER SYSTEM






LEGEND

-  WATER LINES
-  WELL
-  ELEVATED TANK

CITY OF LESLIE WATER SYSTEM

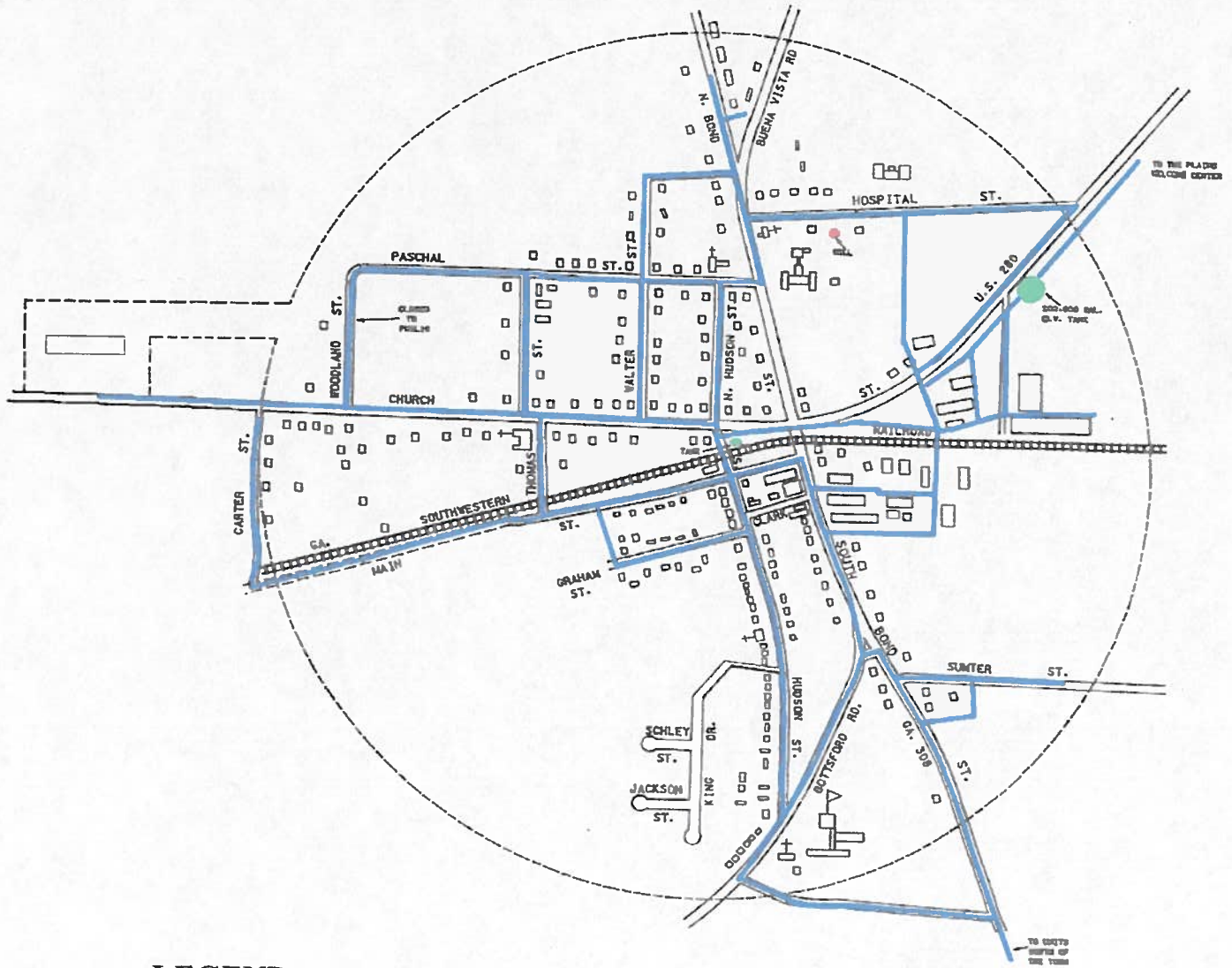


LEGEND




-  WATER LINES
-  MUNICIPAL WELL
-  ELEVATED TANK

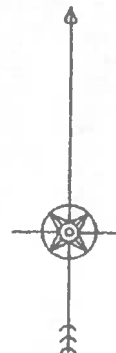


CITY OF PLAINS EXISTING WATER SYSTEM



LEGEND

-  Existing Water Lines
-  Tank
-  Well



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

County: SUMTER **Service:** WATER DISTRIBUTION & TREATMENT SYSTEMS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. **City of Americus, City of Plains, City of Leslie, City of Andersonville and the City of Desoto**
(See page two for explanation of services)

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | User Fees |
| City of Plains | General funds, User Fees |
| City of Leslie | General funds, User Fees |
| City of Andersonville | General funds, User Fees |
| City of Desoto | General funds, User Fees |
| | |

Review 8/31/04

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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

7. Person Completing Form: Carol A. Southard
 Phone Number: (912) 928-5779 Date Completed: September 23, 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? [x] YES [] NO

Explanation of Services:

Sumter County does not own or operate any water systems in the unincorporated areas of the county.

The City of Americus provides potable treated water to residential and non-residential development located within the city limits. The City of Americus also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Plains provides potable treated water to residential and non-residential development located within the city limits. The City of Plains also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Leslie provides potable treated water to residential and non-residential development located within the city limits only. No water lines exist outside the city limits.

The City of Andersonville provides potable treated water to residential and non-residential development located within the city limits. The City of Andersonville also provides potable water to limited areas of the surrounding unincorporated areas of the county.

The City of Desoto provides potable treated to residential and non-residential development located within the city limits. The City of Desoto also provides potable treated water to an unincorporated area known as New Town located west of the city.

Water Rates are as follows:

| | | | |
|-------------------------------------|------------------------------|-----------------|--|
| Incorporated City of Americus: | Residential/Small Commercial | Base Fee \$3.67 | Operating Fee \$.82 per 100 cubic feet |
| | Senior Citizens Rate | Base Fee \$3.49 | Operating Fee \$.78 per 100 cubic feet |
| | Industrial Rate | Base Fee \$4.12 | Operating Fee \$.82 per 100 cubic feet |
| Unincorporated City of Americus: | Residential/Small Commercial | Base Fee \$7.34 | Operating Fee \$ 1.64 per 100 cubic feet |
| | Senior Citizens Rate | Base Fee \$6.98 | Operating Fee \$ 1.56 per 100 cubic feet |
| | Industrial Rate | Base Fee \$8.24 | Operating Fee \$ 1.64 per 100 cubic feet |

SEE EXHIBIT #3 FOR EXPLANATION FROM THE CITY OF AMERICUS ON DIFFERENCE IN RATES AND MAP OF WATER DISTRIBUTION AREAS

| | | | |
|---|---|---|--|
| Incorporated City of Plains: | Residential | \$14.43 first 2,000 gallons | \$1.40 for each 1,000 gallons thereafter |
| | Commercial | \$18.40 first 2,000 gallons | \$1.55 for each 1,000 gallons thereafter |
| Unincorporated City of Plains | Residential | Same as above with the exception of an additional \$3.00 charge monthly | |
| | Commercial | Same as above with the exception of an additional \$3.00 charge monthly | |
| City of Leslie: | No water lines located outside the city limits. | | |
| Incorporated & Unincorporated City of Andersonville: | Residential & Commercial | \$4.00 first 2,000 gallons | \$.15 for each 200 gallons thereafter |
| Incorporated & Unincorporated City of Desoto: | Residential & Commercial | \$10.00 first 2,000 gallons | \$1.75 for each 1,000 gallons thereafter |

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

JUL 9 2004

County: SUMTER Service: WASTE WATER

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) City of Americus, City of Plains

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | User Fees |
| City of Plains | General funds, User Fees |
| City of Andersonville | General Funds, User Fees |
| | |
| | |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
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| | | |

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

7. Person Completing Form: Carol A. Southard
 Phone Number: (912) 928-5779 Date Completed: September 23, 1999 Date Amended: 6/29/04

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

Explanation of Services:

Sumter County does not operate a public sewerage system. Sumter County has no plans to provide this service.

The City of Americus provides a waste water sewerage system for its residents located within the incorporated area. The City of Americus also provides public sewerage system services to limited unincorporated areas surrounding the city limits.

Waste Water or Sewerage rates are as follows:

| | | | |
|-----------------------|------------------------------|------------------|---|
| Incorporated | | | |
| City of Americus: | Residential/Small Commercial | Base Fee \$5.97 | Operating Fee \$1.29 per 100 cubic feet |
| | Industrial Rate | Base Fee \$5.68 | Operating Fee \$1.29 per 100 cubic feet |
| Unincorporated | | | |
| City of Americus: | Residential/Small Commercial | Base Fee \$11.94 | Operating Fee \$2.58 per 100 cubic feet |
| | Industrial Rate | Base Fee \$11.36 | Operating Fee \$2.58 per 100 cubic feet |

SEE EXHIBIT #3 FOR EXPLANATION FROM THE CITY OF AMERICUS ON DIFFERENCE IN RATES MAP OF SEWER DISTRIBUTION AREAS

| | | | |
|--|----------------------|-----------------------------|---|
| Incorporated | | | |
| City of Plains: | Residential | \$13.43 first 2,000 gallons | \$1.55 per each additional 1,000 gallons thereafter |
| | Commercial | \$18.40 first 2,000 gallons | \$1.55 per each additional 1,000 gallons thereafter |
| City of Andersonville | All customers | \$ 6.50 first 2,000 gallons | \$1.50 per each additional 1,000 gallons thereafter |
| *No lines outside the city limits | | | |

NOTE: The City of Plains and the City of Andersonville base public sewerage fees on the amount of water usage.

The Cities of Leslie and Desoto do not provide residents with public sewerage.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: WASTE WATER

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. *(See page two of this form for explanation of Services) City of Americus, City of Plains*

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| City of Americus | User Fees |
| City of Plains | General funds, User Fees |
| | |
| | |
| | |
| | |

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

No Change

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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?

County: SUMTER Service: WASTE WATER

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County does not operate a public sewerage system. Sumter County has no plans to provide this service.

The City of Americus provides a waste water sewerage system for its residents located within the incorporated area. The City of Americus also provides public sewerage system services to limited unincorporated areas surrounding the city limits.

Waste Water or Sewerage rates are as follows:

| | | | |
|-------------------------------------|---|--------------------------------------|--|
| Incorporated City of Americus: | Residential/Small Commercial Industrial Rate | Base Fee \$5.97 Base Fee \$5.68 | Operating Fee \$1.29 per 100 cubic feet Operating Fee \$1.29 per 100 cubic feet |
| Unincorporated City of Americus: | Residential/Small Commercial Industrial Rate | Base Fee \$11.94 Base Fee \$11.36 | Operating Fee \$2.58 per 100 cubic feet Operating Fee \$2.58 per 100 cubic feet |

SEE EXHIBIT #3 FOR EXPLANATION FROM THE CITY OF AMERICUS ON DIFFERENCE IN RATES MAP OF SEWER DISTRIBUTION AREAS

| | | | |
|---------------------------------|-------------|-----------------------------|---|
| Incorporated City of Plains: | Residential | \$13.43 first 2,000 gallons | \$1.55 per each additional 1,000 gallons thereafter |
| | Commercial | \$18.40 first 2,000 gallons | \$1.55 per each additional 1,000 gallons thereafter |

NOTE: The City of Plains bases public sewerage fees on the amount of water usage.

The Cities of Leslie, Andersonville and Desoto do not provide residents with public sewerage.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: HOUSING

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

Service will be provided countywide by a single service provider. **Housing Authority**

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services)*

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 area.)

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 YES NO *(See attached implementation schedule to eliminate the duplication of services for the Humane Society only)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|------------------------------------|
| Housing Authority | Rental or User Fees, Federal Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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: |
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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?

County: SUMTER Service: HOUSING

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The Housing Authority of Americus provides low income public housing to residents of the Cities of Americus, Plains, Leslie and Andersonville who qualify for government subsidized housing. There are 12 housing projects within the city limits of Americus. These 12 projects consist of a total of 584 housing units.

The Cities of Plains and Leslie each have two (2) housing project areas. The City of Andersonville also has two (2) housing project areas. The City of Plains projects consist of 26 housing units. The City of Leslie has a total of 22 housing units and Andersonville has 10 housing units. The City of Desoto does not have any housing projects.

The housing authority also provides section 8 rental subsidizing on privately investor-owned standard housing units throughout the incorporated and unincorporated areas of Sumter County. Currently the Housing Authority provides 554 renters with subsidized rental assistance through Section 8 housing.

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

County: SUMTER Service: RESTAURANT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas. (See page two of this form for explanation of Services) City of Andersonville

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas.

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| City of Andersonville | User fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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: |
|----------------|----------------------|-----------------------------|
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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?

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: RESTAURANT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) City of Andersonville*

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 area.)

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

YES NO

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| City of Andersonville | User fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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: |
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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?

Revised

County: SUMTER Service: RESTAURANT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The restaurant was originally privately owned. When the owner closed the restaurant, the citizens of the town went before the city council because it was the only eating establishment in the City of Andersonville. The city agreed to take over the restaurant and run it with user fees.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: AIRPORT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County, City of Americus*

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 area.)

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

YES NO *(See Exhibit #3, Contract between Sumter County and the City of Americus to eliminate the duplication of services for the Airport)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Currently, Sumter County provides \$25,000 annually. The City of Americus provides \$10,000 annually. A total of \$35,000 is received by the airport. The county and city have agreed to split the annual cost 50-50 and a rollback of .38 millage rate will be given from Sumter County to the City of Americus. (Exhibit #3)

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: |
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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?

The City and County will adopt a joint resolution to create an Airport Authority and request our legislative delegation to introduce such legislation by January 2000.

County: SUMTER Service: AIRPORT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

There is one (1) airport located in Sumter County. Both Sumter County and the City of Americus contribute funds to the airport.

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

JUL 9 2004

County: SUMTER Service: PARKS AND RECREATION

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. (See page two of this form for explanation of Services) Sumter County, City of Americus, City of Leslie & Cities of Andersonville and Plains.

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 area.)

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

YES NO (See Exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of Parks & Recreation Services)

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| City of Leslie | General Funds |
| City of Andersonville | General Funds |
| City of Plains | General Funds |

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

The City of Americus and Sumter County split the annual cost of recreation. The total budgeted amount for Recreation for 2004 is \$674,250. Sumter County provides 56% (\$375,000) while the City of Americus provides 44% (299,250). A roll back of .38 millage rate will be returned to the City of Americus by Sumter County. (See Exhibit #4)

No change with the City of Leslie.

No change with the City of Andersonville.

No change with the City of Plains

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: |
|-----------------|----------------------|-----------------------------|
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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?

The City and County will adopt a joint resolution to create a Recreation Authority and request our legislative delegation to introduce such legislation by January 2000.

7. Person Completing Form: Carol A. Southard
 Phone Number: (912) 928-5779 Date Completed: September 23, 1999 Date Amended: 6/29/04

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

Explanation of Services:

Sumter County/Americus Parks and Recreation Department provides recreational activities that area available to all residents within Sumter County. The full time recreational department maintains 18 facilities throughout the county.

They are as follows:

Joyce Myers Park: Large and small playground equipment. A covered shelter for picnicing.
 Brookdale Park: Large and small playground equipment, basketball goals, covered shelter and a baseball field.
 Shady Acres Park: Playground equipment, basketball goals and picnic tables.
 Doris Deriso Park: Horse arena for riding, restroom and a concession area.
 Bell Street Park: Swings, Tennis Courts, and general playground equipment.
 R.L. Freeman Park: Playground equipment, basketball goals and a covered picnic area.
 McCoy Hill Park: Playground equipment and a baseball diamond.
 Russell Street Park: General playground equipment.
 Rees Park: Open play area, basketball court, playground equipment.
 Barlow Street Park: Small park designed for young children.
 Habitat Park: Tot lot, playground equipment and park benches.
 Thomas Bell Ball Park: Baseball Diamond.
 Rotary Park: Assorted playground equipment.
 Rock Hill Park: Basketball court, playground equipment and picnic area.
 Boone Park: Softball field, walking track, pool and playground equipment.
 Oak Avenue Softball Park: Playground equipment, three (2) Softball fields and two (2) youth ball fields.
 Thelma Barnum Park: Fishing, walking trails, and picnic tables

Southeast Recreational Park: Lighted softball complex, playground equipment, lighted basketball court and restrooms. (Located between City of Leslie & City of Desoto)

In addition Sumter County has recently constructed a recreation complex located on Highway 19, south of the City of Americus. This complex consist of 220 acres. To date, there are five (5) baseball fields, five (5) practice fields, playground equipment, batting cages, restrooms and concession. The recreation departments maintenance building is also located in the complex. Plans to construct additional recreation activities are four (4) soccer fields, two (2) football fields, tennis court, pool, gymnasium and one (1) track.

The recreation department also maintains three (3) pools within the city limits of Americus. One (1) pool located in the City of Plains and Playground equipment, lighted basketball court.

The City of Americus maintains three (3) parks that include playground equipment.

The City of Leslie provides maintenance to the Leslie Civic Center and a small playground located next to the civic center. The county does not provide assistance to the small playground due to the fact that a large complex which includes playground equipment is within in two (2) miles of the small playground.

The City of Andersonville maintains the grounds of their recreational activity, which consist of two small playgrounds, one (1) basketball court, one (1) tennis court and a batting cage. Sumter County/Americus recreation department supples equipment and maintenance of the equipment. Sumter County turned the parks over to the City of Andersonville due to the new complex constructed within 12 miles of the City of Andersonville. The City of Andersonville continues to maintain the grounds due to the distance of the new complex.

City of Plains maintains a park that provides restrooms, picnicking sites.

There is no duplication of benefits due to the fact that Sumter County/Americus recreation department provides a base level of service. The Cities of Andersonville, Leslie and Plains provide a higher level of recreation.

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

County: SUMTER Service: PARKS AND RECREATION

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

- Service will be provided countywide by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County, City of Americus, City of Leslie*
- 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 area.)

*Amicus
11/9/04*

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 YES NO *(See Exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of Parks & Recreation Services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| City of Leslie | General Funds |
| City of Andersonville | General Funds |
| | |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
A total of \$308,743 for 12 months is budgeted by Sumter County. A total of \$299,750 for 12 months is budgeted by the City of Americus. Between the two entities, a total of \$608,493 yearly runs the Americus/Sumter County Recreation Department. The City and County have agreed to split the annual cost 50-50 and a roll back of .38 millage rate will be returned to the City of Americus by Sumter County. (See Exhibit #4)

No change with the City of Leslie. No change with the City of Andersonville.

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: |
|-----------------|----------------------|-----------------------------|
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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?

The City and County will adopt a joint resolution to create a Recreation Authority and request our legislative delegation to introduce such legislation by January 2000.

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County/Americus Parks and Recreation Department provides recreational activities that area available to all residents within Sumter County. The full time recreational department maintains 18 facilities throughout the county.

They are as follows:

- Joyce Myers Park: Large and small playground equipment. A covered shelter for picnicing.
- Brookdale Park: Large and small playground equipment, basketball goals, covered shelter and a baseball field.
- Shady Acres Park: Playground equipment, basketball goals and picnic tables.
- Doris Deriso Park: Horse arena for riding, restroom and a concession area.
- Bell Street Park: Swings, Tennis Courts, and general playground equipment.
- R.L. Freeman Park: Playground equipment, basketball goals and a covered picnic area.
- McCoy Hill Park: Playground equipment and a baseball diamond.
- Russell Street Park: General playground equipment.
- Rees Park: Open play area, basketball court, playground equipment.
- Barlow Street Park: Small park designed for young children.
- Habitat Park: Tot lot, playground equipment and park benches.
- Thomas Bell Ball Park: Baseball Diamond.
- Rotary Park: Assorted playground equipment.
- Rock Hill Park: Basketball court, playground equipment and picnic area.
- Boone Park: Softball field, walking track, pool and playground equipment.
- Oak Avenue Softball Park: Playground equipment, three (2) Softball fields and two (2) youth ball fields.

Southeast Recreational Park: Lighted softball complex, playground equipment, lighted basketball court and restrooms. (Located between City of Leslie & City of Desoto)

City of Plains Park: Playground equipment, lighted basketball court.

In addition Sumter County & the City of Americus have recently constructed a recreation complex located on Highway 19, south of the City of Americus. This complex consist of 220 acres. To date, there are five (5) baseball fields, five (5) practice fields, playground equipment, batting cages, restrooms and concession. The recreation departments maintenance building is also located in the complex. Plans to construct additional recreation activities are four (4) soccer fields, two (2) football fields, tennis court, pool, gymnasium and one (1) track.

The recreation department also maintains three (3) pools within the city limits of Americus and one (1) pool located in the City of Plains.

The City of Leslie provides maintenance to the Leslie Civic Center and a small playground located next to the civic center. The county does not provide assistance to the small playground due to the fact that a large complex which includes playground equipment is within in two (2) miles of the small playground.

The City of Andersonville maintains the grounds of their recreational activity, which consist of two small playgrounds, one (1) basketball court, one (1) tennis court and a batting cage. Sumter County/Americus recreation department supples equipment and maintenance of the equipment. Sumter County turned the parks over to the City of Andersonville due to the new complex constructed within 12 miles of the City of Andersonville. The City of Andersonville continues to maintain the grounds due to the distance of the new complex.

There is no duplication of benefits due to the fact that Sumter County/Americus recreation department provides a base level of service. The Cities of Andersonville & Leslie provide a higher level of recreation.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: LIBRARIES

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

- Service will be provided countywide by a single service provider.
- Service will be provided only in the unincorporated portion of the county by a single service provider.
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the City of Americus*
- 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 area.)

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 YES NO *(See Exhibit #4, Contract between Sumter County and the City of Americus to eliminate the duplication of services for the Library Services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------|
| Sumter County | General Funds, User Fees |
| City of Americus | General Funds, User Fees |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
Collectively, a total of \$205,253. is provided to the Lake Blackshear Regional library by Sumter County and the City of Americus. Sumter County will be implementing a rollback of the millage rate to the City of Americus. This rollback will consist of .38 mills. (See Exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER Service: LIBRARIES

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County and The City of Americus provide the Lake Blackshear Regional Library to the residents of the county. No other city located in Sumter County provides a library. The Lake Blackshear Regional library provides a book mobile to the smaller cities located within Sumter County.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER SERVICE: LEAP (LITERACY)

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the City of Americus*

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 area.)

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

YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of services for the LEAP Program)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| | |
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| | |

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

Currently, Sumter County and the City of Americus provide an equal amount of funds to LEAP. Sumter County will be implementing a Rollback of the millage rate to the City of Americus. This rollback will be .38 mills. (See exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
| | | |
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| | | |

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?

County: SUMTER Service: LEAP (LITERACY)

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

LEAP (Learning is for Everyone-Avenue to Progress) serves as a Hub in coordinating literacy agencies such as, Georgia Tech and the high schools in the area.

SERVICE DELIVERY STRATEGY
SUMMERY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: ANIMAL CONTROL & HUMANE SOCIETY

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County, City of Americus, City of Plains.*

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 area.)

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

YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of Humane Society Services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
| City of Plains | General Funds |
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| | |

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

A total of \$58,000 is contributed to the Sumter County Humane Society annually by Sumter County & the City of Americus. Sumter County will be implementing a "Rollback" of the millage rate to the City of Americus. This rollback will be .38 mills (See exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER

Service: ANIMAL CONTROL & HUMANE SOCIETY

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The Sumter County Board of Commissioner adopted the Dangerous Dog Ordinance, dated May 9, 1989 and amended on July 11, 1995. Sumter County has one Deputy designated to capture dangerous dogs/animals in the unincorporated areas of the county.

The Cities of Americus, and Plains provides animal control within their city limits. The City of Americus has a designated animal control officer that works in the Police Department. Once the animal is apprehended, it is transported to the Sumter County Humane Society. The City of Plains also has a designated animal control officer. Plains also transports the captured animal to the Sumter County Humane Society.

Sumter County provides animal control to the Cities of Andersonville, Leslie, and Desoto.

See exhibit #5, Dangerous Dog Ordinance.

Sumter County and the City of Americus contribute to the Sumter County Humane Society. This has been determined to be a duplication of services. Sumter County will be implementing a Rollback of the millage rate to the City of Americus. See exhibit #4, contract between Sumter County and the City of Americus.

The Humane Society is available to the incorporated and unincorporated areas of the county.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: GEORGIA NATIONAL GUARD

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the City of Americus*

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 area.)

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

YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of GA. National Guard Services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

A total of \$1,850. Is contributed to the Georgia National Guard annually by Sumter County and the City of Americus. (See exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER Service: GEORGIA NATIONAL GUARD

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

The Georgia National Guard makes the Armory building available to Sumter County and the City of Americus for different type functions when the national guard is not utilizing the facility.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: SOUTHWEST GEORGIA EASTER SEALS

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the City of Americus*

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 area.)

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

YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of Southwest Ga. Easter Seals)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

A total of \$4,000. Is provided to the Easter Seals by Sumter County and the City of Americus. Sumter County will be implementing a Rollback of the millage rate to the City of Americus. This rollback will be .38 mills. (See exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
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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?

County: SUMTER Service: SOUTHWEST GEORGIA EASTER SEALS

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County and the City of Americus provide funds to the Easter Seals in order to provide a program called Juvenile Justice Early Intervention to the Sumter County schools.

SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: BOYS & GIRLS CLUB

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the City of Americus*

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 area.)

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

YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of Boys & Girls Club Services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Sumter County | General Funds |
| City of Americus | General Funds |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

A total of \$35,000. is provided to the Boys & Girls Club by Sumter County and the City of Americus. Currently, the City of Americus provides \$25,000 and Sumter County provides \$10,000. The City and County have agreed to split the annual cost 50-50 and Sumter County will be implementing a Rollback of the millage rate to the City of Americus. This rollback will be .38 mills. (See Exhibit #4)

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: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
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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?

County: SUMTER Service: BOYS & GIRLS CLUB

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Sumter County and the City of Americus provide funds to the Boys & Girls Club in order to provide after school and summer programs such as computer training, summer camp, outdoor environmental education, cultural enrichment, health and physical education, learning labs, game room, photography classes, dance classes, etc.

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

County: SUMTER Service: LAND USE PLANNING & ZONING
BUILDING INSPECTIONS & CODE ENFORCEMENT

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

Service will be provided countywide by a single service provider.

Service will be provided only in the unincorporated portion of the county by a single service provider.

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in the unincorporated areas.

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in the unincorporated areas. *(See page two of this form for explanation of Services) Sumter County and the Cities of Americus and Plains*

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 area.)

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 YES NO *(See exhibit #4, Contract between Sumter County and the City of Americus to eliminate duplication of these services)*

3. List each government that will help to pay for this service and indicate how the service will be funded.

Local Government or Authority:

Funding Method:

| | |
|------------------|--------------------------|
| Sumter County | General Funds, User Fees |
| City of Americus | General Funds, User Fees |
| City of Plains | General Funds, User Fees |
| | |
| | |
| | |

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

See page two (2) under explanation of services

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:

| | | |
|--|--|--|
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| | | |

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?

County: SUMTER

Service: LAND USE PLANNING & ZONING
BUILDING INSPECTIONS & CODE ENFORCEMENT

7. Person Completing Form: Carol A. Southard
Phone Number: (912) 928-5779 Date Completed: September 23, 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

Explanation of Services:

Currently, Sumter County, the City of Americus and the City of Plains each have building inspections, code enforcement. Also the Cities of Americus and Plains have zoning in place.

Sumter County is currently working on a county wide land use planning & zoning for adoption by the commission. It is the intent of the Sumter County Board of Commissioners to adopt land use planning & zoning by December 31, 1999.

By January 2000 or within 30 days after the adoption of county wide land use planning & zoning, Sumter County, City of Americus and the City of Plains have agreed to appoint a study committee to determine the feasibility of consolidating planning & zoning, building inspections and code enforcement. By doing so a "one stop shop" will be created in order to better serve Sumter County residents. (See Exhibit #6, Agreement to appoint study committee)

The Cities of Leslie, Andersonville and Desoto do not have building inspections, zoning or code enforcement.

(See Exhibit #7, Current land use dispute resolutions in place)

JUL 9 2004

**SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS**

PAGE 3

County: SUMTER COUNTY

1. What incompatibilities or conflicts between the land use plans and local governments were identified in the process of developing the service delivery strategy?

No problems identified

2. Check the box 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.)

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.

Sumter County adopted a Land Use Dispute Resolution Process, dated July 1, 1998, between Sumter County and the Cities of Americus and Plains. This same resolution was later adopted between Sumter County and its remaining municipalities. A summary of the dispute process is as follows:

Prior to initiating any formal annexation activity, the city will notify Sumter County. The city will also provide detailed information regarding the annexation. Sumter County will then have 30 calendar days to issue a statement to the proposing city that will state either the county has no objection to the proposed annexation or a description of the objection, as defined in O.C.G.A. 36-36-11 to the proposed zoning or land use classification. The county will include supporting documentation or evidence relative to the county's objection, including possible stipulations of conditions agreeable to the county which would alleviate the county's objection. If the county fails to respond to the city's notice within the 30 calendar days, the city shall be free to proceed and the county shall forfeit its right to invoke the dispute resolution process.

In cases that the county does notify the city of an objection, the city shall in turn have 30 calendar days to respond in writing to the county's objection by either agreeing to implement the county's stipulations, cease the proposed annexation, or the proposing city may disagree with the county's objections. Should the later be the case, the proposing city and county shall agree to meet on a certain date in an attempt to resolve the county's objections. If the governing parties cannot establish a date and time to meet, the city shall set a date and time and provide the county with 15 calendar days advance written notice of the meeting.

In the event a resolution is not found after the joint meeting, the city shall appoint a mediator as shall the county. The two appointed mediators shall then appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the proposing city and Sumter County. This mediation hearing shall occur within 30 calendar days after the appointment of the first mediator. Cost shall be equally divided between the proposing city and Sumter County.

An annexation proposal shall not become effective until all objections raised by the county are resolved. (See Exhibit #7)

JUL 9 2004

**SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS**

County: SUMTER COUNTY (Continued)

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?

Prior to the initiation of any extension of water and/or sewer services outside the existing boundaries (see exhibit #3), maps of water & sewer services areas for each government providing such services) the provider proposing the extension shall notify the affected jurisdiction in writing, which shall include an explanation of the purpose of the extension and the proposed land use associated with the extension. The affected jurisdiction will then have 30 calendar days to respond whether that jurisdiction objects or not to the proposal. If no objection is received, the proposing jurisdiction is free to proceed with the extension. If an objection is received by the proposing jurisdiction, the proposing jurisdiction shall have 30 calendar days to either stop the action or agree to implement conditions as put forth by the affected jurisdiction. Should the proposing jurisdiction disagree with the objections, they may initiate the 30 day mediation process.

5. Person completing form: Carol Southard

Phone Number: (229) 928-5779 Date Completed: September 24, 1999 Date Amended: 6/29/04

6. Is this the person who should be contacted by state agencies when evaluating whether proposed projects are consistent with land use plans of applicable jurisdictions? Yes No

**SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS**

PAGE 3

County: SUMTER COUNTY

1. What incompatibilities or conflicts between the land use plans and local governments were identified in the process of developing the service delivery strategy?

No problems identified

2. Check the box 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.)

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.

Sumter County adopted a Land Use Dispute Resolution Process, dated July 1, 1998, between Sumter County and the Cities of Americus and Plains. This same resolution was later adopted between Sumter County and its remaining municipalities. A summary of the dispute process is as follows:

Prior to initiating any formal annexation activity, the city will notify Sumter County. The city will also provide detailed information regarding the annexation. Sumter County will then have 30 calendar days to issue a statement to the proposing city that will state either the county has no objection to the proposed annexation or a description of the objection, as defined in O.C.G.A. 36-36-11 to the proposed zoning or land use classification. The county will include supporting documentation or evidence relative to the county's objection, including possible stipulations of conditions agreeable to the county which would alleviate the county's objection. If the county fails to respond to the city's notice within the 30 calendar days, the city shall be free to proceed and the county shall forfeit its right to invoke the dispute resolution process.

In cases that the county does notify the city of an objection, the city shall in turn have 30 calendar days to respond in writing to the county's objection by either agreeing to implement the county's stipulations, cease the proposed annexation, or the proposing city may disagree with the county's objections. Should the latter be the case, the proposing city and county shall agree to meet on a certain date in an attempt to resolve the county's objections. If the governing parties cannot establish a date and time to meet, the city shall set a date and time and provide the county with 15 calendar days advance written notice of the meeting.

In the event a resolution is not found after the joint meeting, the city shall appoint a mediator as shall the county. The two appointed mediators shall then appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the proposing city and Sumter County. This mediation hearing shall occur within 30 calendar days after the appointment of the first mediator. Cost shall be equally divided between the proposing city and Sumter County.

An annexation proposal shall not become effective until all objections raised by the county are resolved. (See Exhibit #7)

**SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS**

County: SUMTER COUNTY (Continued)

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?

Prior to the initiation of any extension of water and/or sewer services outside the existing boundaries (see exhibit #3), maps of water & sewer services areas for each government providing such services) the provider proposing the extension shall notify the affected jurisdiction in writing, which shall include an explanation of the purpose of the extension and the proposed land use associated with the extension. The affected jurisdiction will then have 30 calendar days to respond whether that jurisdiction objects or not to the proposal. If no objection is received, the proposing jurisdiction is free to proceed with the extension. If an objection is received by the proposing jurisdiction, the proposing jurisdiction shall have 30 calendar days to either stop the action or agree to implement conditions as put forth by the affected jurisdiction. Should the proposing jurisdiction disagree with the objections, they may initiate the 30 day mediation process.

5. Person completing form: Carol Southard

Phone Number: (912) 928-5779 Date Completed: September 24, 1999

6. Is this the person who should be contacted by state agencies when evaluating whether proposed projects are consistent with land use plans of applicable jurisdictions? [] Yes [] No



SERVICE DELIVERY STRATEGY CERTIFICATIONS

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 SUMTER COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| SIGNATURE: | NAME: (Please print or type) | TITLE: | JURISDICTION: | DATE: |
|------------|---------------------------------|----------|-----------------------|---------|
| | J. Wade Halstead | Chairman | Sumter County | 9-27-99 |
| | Russell Thomas, Jr. | Mayor | City of Americus | 9-27-99 |
| | L.E. Godwin, III | Mayor | City of Plains | 9-27-99 |
| | Wallace Lloyd | Mayor | City of Leslie | 9-27-99 |
| | Leon Holloway | Mayor | City of Andersonville | 9-27-99 |
| | J.A. Davis | Mayor | City of Desoto | 9-27-99 |

**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

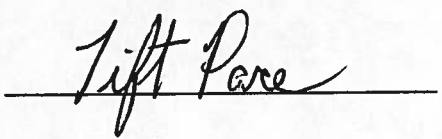

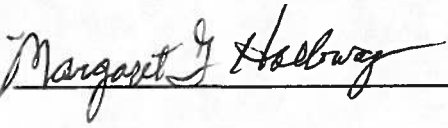
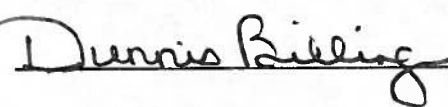


JUL 9 2004

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SERVICE DELIVERY STRATEGY FOR SUMTER COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery 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)):
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 | TITLE | JURISDICTION | DATE |
|--|-------------------|----------|---------------|----------------|
|  | Bobby "Tift" Pace | Chairman | Sumter County | <u>6/30/04</u> |
|  | Bill McGowan | Mayor | Americus | <u>6-30-04</u> |
|  | Margaret Holloway | Mayor | Andersonville | <u>6-30-04</u> |
|  | Dennis Billings | Mayor | Desoto | <u>6-30-04</u> |
|  | William C. Deriso | Mayor | Leslie | <u>6-30-04</u> |
|  | L.E. Godwin, III | Mayor | Plains | <u>7/8/04</u> |

SERVICE DELIVERY STRATEGY CERTIFICATIONS

PAGE 4

SERVICE DELIVERY STRATEGY FOR SUMTER COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery 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)):
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)).

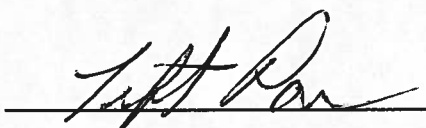
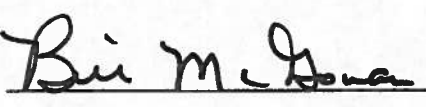
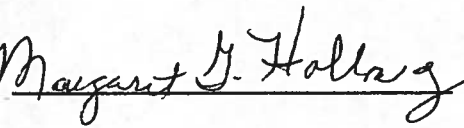
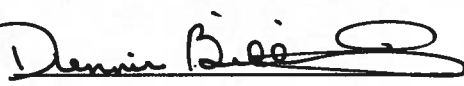

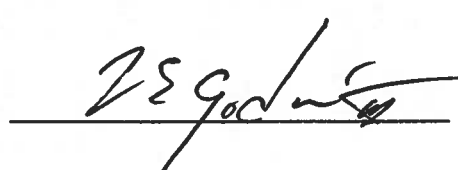
| SIGNATURE | NAME | TITLE | JURISDICTION | DATE |
|--|-------------------|----------|---------------|----------------|
|  | Bobby "Tift" Pace | Chairman | Sumter County | <u>8/24/04</u> |
|  | Bill McGowan | Mayor | Americus | <u>8/24/04</u> |
|  | Margaret Holloway | Mayor | Andersonville | <u>8/24/04</u> |
|  | Dennis Billings | Mayor | Desoto | <u>8-24-04</u> |
|  | William C. Deriso | Mayor | Leslie | <u>8-24-04</u> |
|  | L.E. Godwin, III | Mayor | Plains | <u>8/24/04</u> |

Exhibit #1

Contract and Map for Special Fire District
Map showing remaining fire districts

STATE OF GEORGIA
COUNTY OF SUMTER

THIS AGREEMENT; made and entered into this 11th day of May, 1998, by and between the CITY OF AMERICUS, GEORGIA, a municipal corporation, hereinafter called "the City", and SUMTER COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County".

WITNESSETH:

WHEREAS, the City presently provides and operates an extensive fire protection service for its citizens as well as for the citizens of the unincorporated area of the county within a five mile radius of the main fire station through a subscription fee; and

WHEREAS, the citizens of the 27th voting district of the unincorporated area of the county have voted to pay for fire protection service; and

WHEREAS, the City and County are desirous of entering into a contract whereby the City provides fire service to the unincorporated area in the 27th voting district in consideration of payment by the County of a certain portion of the Fire Department budget and equipment for Fire Station Number 3; and

WHEREAS, the parties desire to formalize that understanding and the rights and obligations of the parties by means of written contract entered into between the parties pursuant to the intergovernmental contracts clause of the Georgia Constitution (Article 9, Section 3, Paragraph 1, Georgia Constitution of 1983); and

WHEREAS, it appears that the City and the County and all Sumter County citizens would benefit by such an arrangement.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

1.

TITLE OF AGREEMENT. This agreement shall be known as the "Fire Service Contract" of the City and the County.

2.

DEFINITIONS. As used in this Agreement, the following terms and definitions shall be applied:

(a) "The City" shall mean the City of Americus.

(b) "The County" shall mean Sumter County.

© "The Fire Department" shall mean the Americus Fire Department.

(d) "Fire Services" shall mean and include fire suppression, fire prevention, fire personnel training, general emergency response, rescue service, and community education service, including all manpower, facilities, and equipment to effect the foregoing.

(e) "Fiscal year" shall mean January 1 through December 31 of each year of the term of this contract.

3.

OBLIGATION OF CITY. For the term set out in this Fire Service Contract, the City shall provide, through the Americus Fire Department, Fire Service to that portion of the 27th voting district of Sumter County which is located outside of the city limits of the City as of the effective date of this agreement.

4.

TERM. This contract shall officially begin on the 1st day of January, 1999, and shall continue for a term of ten (10) years, and shall terminate on December 31, 2008. The parties understand and contemplate the desirability of renewing this contract for a similar term on or before its expiration. In the event that the existing boundaries of the unincorporated 27th voting district are changed or altered so that such voting district is reduced in size or subdivided into two

(2) or more voting districts, such change or alteration shall not affect, vary or alter the terms of this agreement.

5.

PAYMENT. As consideration for this contract, the County will pay to the City from taxes assessed in the unincorporated area of the 27th voting district during the full term of this contract the sum of One Hundred Ninety Nine Thousand Eight Hundred Dollars (\$199,800) per year in twelve (12) equal monthly installments, beginning January 1, 1999. Each monthly installment shall be due on or before the 10th of each month. In the event the County fails or refuses to make such payments for three (3) or more consecutive months then the City shall be authorized to terminate this agreement and shall notify the County of such termination in writing. Upon such termination, the City shall have no further obligation to serve the area contemplated by this agreement.

The initial payment is based upon a pro-rata share of the City's Fire Department operating and capital budget being committed to staffing and operating an additional fire station to serve the unincorporated area in the 27th voting district. The pro-rata cost for the County for the initial year is determined by a weighted average of the number and value of structures in the unincorporated 27th voting district as compared to the total number and value of structures protected within the City and in the unincorporated 27th voting district, but any change in such weighted average shall not be grounds for a modification or change of the payments due hereunder.

The annual payment commencing January 1, 1999, and ending December 31, 2008, shall be subject to an annual consumer price index adjustment for each of the successive years of this contract equal to the consumer price index for urban consumers in the Southeast as reported by the U.S. Department of Labor the previous twelve (12) months ending December 31. The City shall notify the County of any change in the annual payment based upon such adjustment no later

than March 31 of the year in which such adjustment is effective, and such adjustment shall be effective for the entire year.

6.

OTHER TERMS. The City shall be responsible for the continued maintenance and operation of any fire station to be constructed to serve the unincorporated 27th voting district along with the replacement of any vehicles used to equip such fire station. The City of Americus shall be responsible for using its personnel and equipment to fully operate such fire station, but nothing herein shall prevent the personnel of such station from responding to a fire call or other emergency in a geographical area not included in the unincorporated areas of the 27th voting district of the County.

Nothing in this agreement shall be deemed to limit or curtail the authority of the City to operate its fire department as deemed to be in the best interest of the City and the citizens served by the fire department. The City shall be solely responsible for all determinations and decisions made with respect to the location, operation, maintenance and staffing of all its fire stations, including any constructed pursuant to the terms of this agreement.

7.

FUTURE STATIONS. In the event the City determines that an additional fire station (in addition to the fire station to be constructed by the City as contemplated in Paragraph 5 hereof), is required to be constructed in the future to serve such unincorporated area of the County, such analysis and cost allocation study as deemed necessary by the City shall be undertaken by the City or its designee to determine any additional expense of fire protection the County may be required to pay as a result of the construction, maintenance, staffing and operation of such new station, and such additional expense shall be in addition to the approved payments provided for in this agreement.

8.

AMENDMENTS. This agreement cannot be amended, modified, changed, or discharged, except in writing signed by the parties upon proper authority.

9.

EXECUTION. 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 hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

Charlotte D. Blanto
CITY CLERK

THE CITY OF AMERICUS

BY: Russell Thomas J.
MAYOR

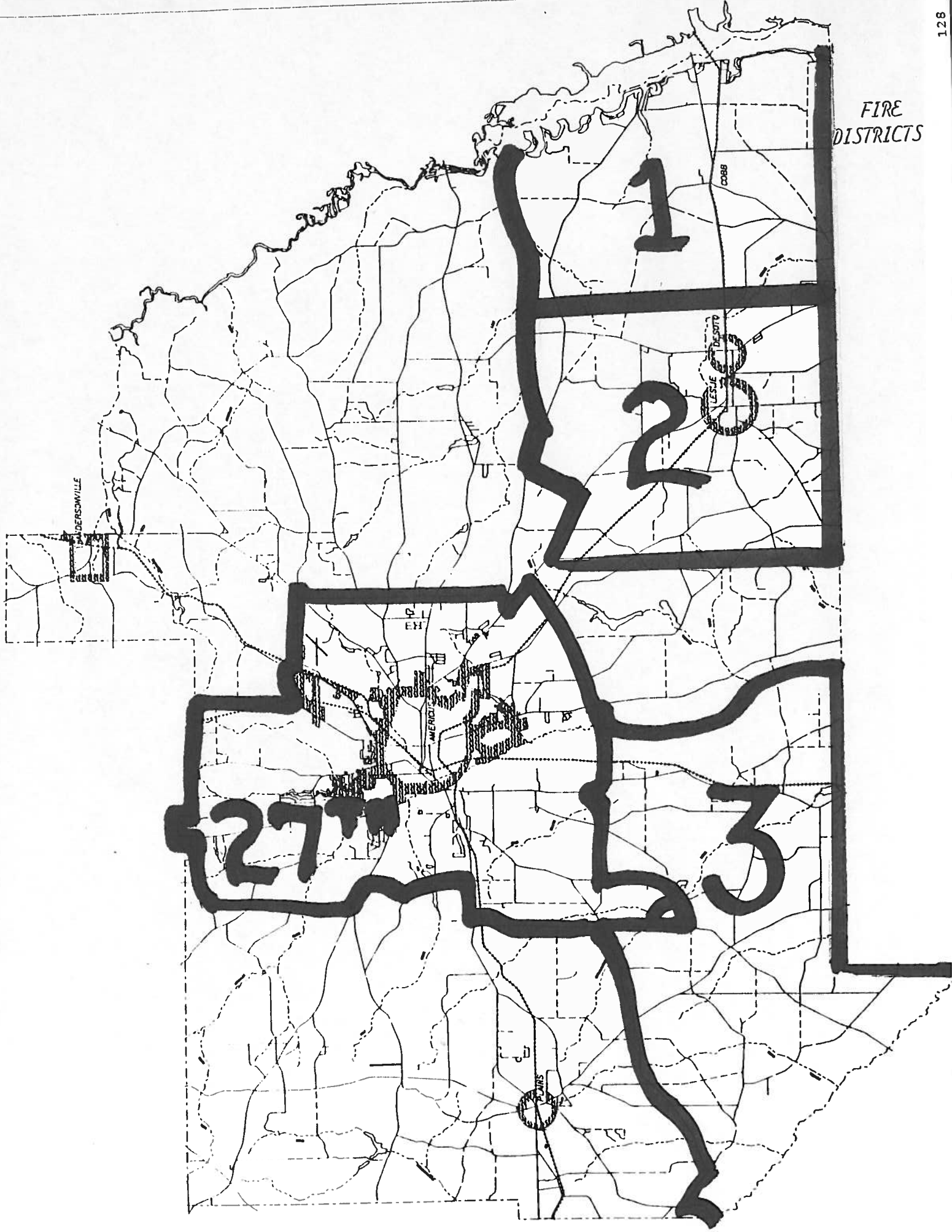
ATTEST:

Marcia L. Royal
COUNTY CLERK

SUMTER COUNTY, GEORGIA

BY: James H. Hulet
CHAIRMAN OF THE BOARD
OF COMMISSIONERS OF
SUMTER COUNTY

FIRE DISTRICTS



1

2

27

3

COBB

LESLIE

AMERICUS

PAINE

WADSWORTHVILLE

Exhibit #2

Agreement Between Sumter County and Municipalities
on Road Maintenance Assistance

STATE OF GEORGIA

COUNTY OF SUMTER

**INTERGOVERNMENTAL CONTRACT
AMONG THE BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA,
THE CITY OF AMERICUS, GEORGIA,
THE CITY OF ANDERSONVILLE, GEORGIA,
THE CITY OF LESLIE, GEORGIA, AND
THE CITY OF PLAINS, GEORGIA
REGARDING THE PROVISION OF
ROAD REPAIR AND MAINTENANCE SERVICES**

This Contract entered into effective the day and year hereinafter set out by and among **The Board of Commissioners of Sumter County, Georgia** (hereinafter referred to as "Sumter County"), **The City of Americus, Georgia** (hereinafter referred to as "City of Americus"), **The City of Andersonville, Georgia** (hereinafter referred to as "City of Andersonville"), **The City of Leslie, Georgia** (hereinafter referred to as "City of Leslie"), and **The City of Plains, Georgia** hereinafter referred to "City of Plains") relating to the provision of road repair and maintenance services in connection with the Service Delivery Strategy approved by the parties hereto.

WITNESSETH:

WHEREAS, O.C.G.A. §36-70-20 requires each County and certain local governments within each County to develop a Service Delivery Strategy that is both

efficient and responsive to the citizens within the jurisdiction of the parties thereto; and

WHEREAS, representatives of the City of Americus, the City of Andersonville, the City of Leslie, the City of Plains, and Sumter County have engaged in extensive meetings, discussions, and negotiations regarding the content of such Service Delivery Strategy; and

WHEREAS, such government entities have agreed upon a Service Delivery Strategy, and the same has been reduced to writing as required by O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, one of the items subject to such discussion and negotiation included provisions for street and road repair and maintenance to be provided by Sumter County for the cities of Americus, Andersonville, Leslie, and Plains; and

WHEREAS, the parties have agreed to this Contract pursuant to such Service Delivery Strategy; and

WHEREAS, all parties to this Contract are governmental entities under the laws of the State of Georgia and are authorized to enter into intergovernmental contracts for joint services, for the provision of services, or for the joint and separate use of facilities and equipment pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Sumter County shall provide in-kind services for road and street construction and maintenance for the cities of Americus, Andersonville, Leslie, and Plains

during the term of this Contract. The term "in-kind services" shall include County labor and County equipment time, and the same shall be provided by Sumter County to said cities at no cost to said cities.

2. Such in-kind services shall be provided by Sumter County upon request of the appropriate City government, and such services shall be provided within a reasonable time schedule on a first come-first served basis; provided, however, that Sumter County shall determine the relevant reasonable time schedule for any particular requested service in its sole discretion.

3. Nothing in this Contract shall be construed to require Sumter County to provide funding for materials for public works projects located within the incorporated areas of such cities; nor shall this Contract be construed to include funding by Sumter County of materials for road and street maintenance supplementary to maintenance which is provided by each respective city as of the date of this Contract.

4. The parties do further agree that in the event that the governing body of Sumter County considers using funds from the special purpose local option sales tax (SPLOST) for road improvements within Sumter County, then representatives of each of the cities named above shall be included in the deliberations and decision making process regarding road construction and maintenance projects which are included in any future referenda called for the purpose of authorizing a special purpose local option sales tax for such purposes. Nothing in this paragraph shall require that any of said cities approve specific road construction or maintenance projects which are a part of a proposed SPLOST referendum; however, the parties do agree, and it is their specific

intent, that each of the parties to this Contract shall be consulted by Sumter County with respect to such projects prior to such projects being approved for inclusion in a proposed SPLOST referendum.

5. This Contract constitutes the entire agreement between the parties hereto, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract; provided, however, that pursuant to O.C.G.A. §36-70-28, the parties shall review and revise, if necessary, the terms of this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

6. This Contract shall continue in full force and effect unless and until the same is modified in accord with the terms hereof, and this Contract shall be binding upon the respective parties hereto, as well as their successors in office for the maximum length of time as may be now or hereafter authorized under the Constitution of the State of Georgia.

7. All parties warrant and covenant to each other that their respective governing bodies have approved this Contract at a meeting held in accord with Georgia law, and that the signatures of the persons below, acting in their representative capacities with respect to each party, are authorized by the governing body of each party to this Contract.

8. This Contract is governed by the laws of the State of Georgia.

9. Time is of the essence with respect to the provisions in this Contract.

SO AGREED and made effective as of the _____ day of _____,
1999.

**THE BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Clerk

THE CITY OF AMERICUS

BY: _____
Mayor

ATTEST: _____
City Clerk

THE CITY OF ANDERSONVILLE

BY: _____
Mayor

ATTEST: _____
City Clerk

THE CITY OF LESLIE

BY: _____
Mayor

ATTEST: _____
City Clerk

THE CITY OF PLAINS

BY: _____
Mayor

ATTEST: _____
City Clerk

Exhibit #3

Explanation of Cost Increases to County Residents from City of
Americus

Water & Sewer Distribution Areas

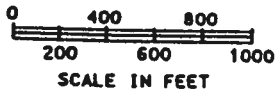
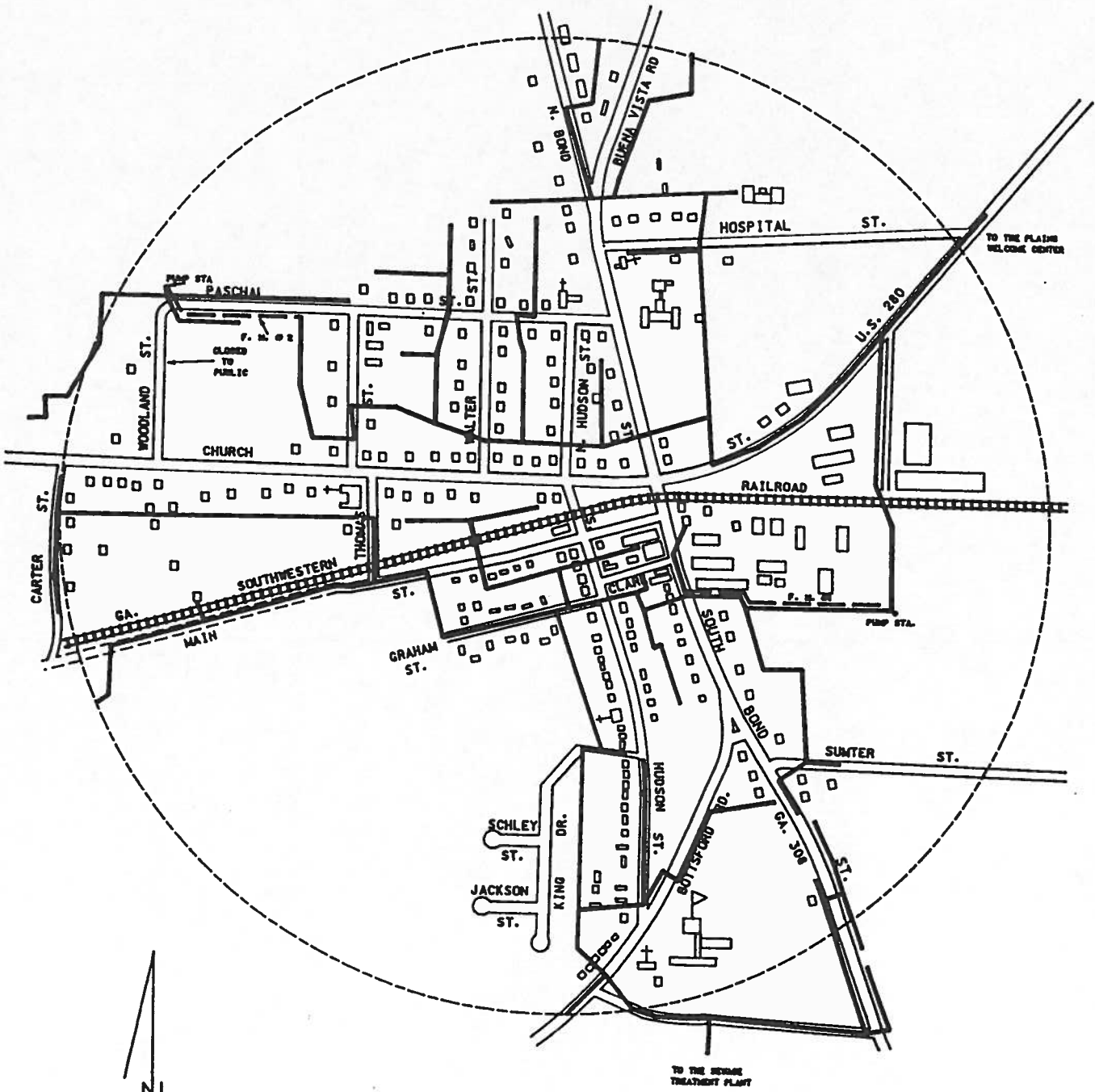
**H.B. 489 Issues
Water and Sewer rates**

The water and sewer rates for those locations outside the city limits are twice the amount of the rates inside the city limits. The difference in the rate schedule is due to the following factors:

- 1. There are additional costs related to maintenance and the daily operation of certain sewage lift stations required for the flow of sewage to the waste water treatment facility.**
- 2. The payback required on the capital outlay to run the water and sewer lines to certain areas in the county.**
- 3. Monitoring and correcting various pressure issues related to the county water lines.**
- 4. Additional personnel requirements for maintenance and meter reading.**
- 5. Additional operating costs for vehicles, etc. for travel outside the city limits.**

PLAINS, GEORGIA

EXISTING SANITARY SEWER SYSTEM



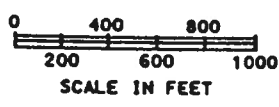
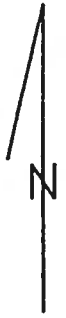
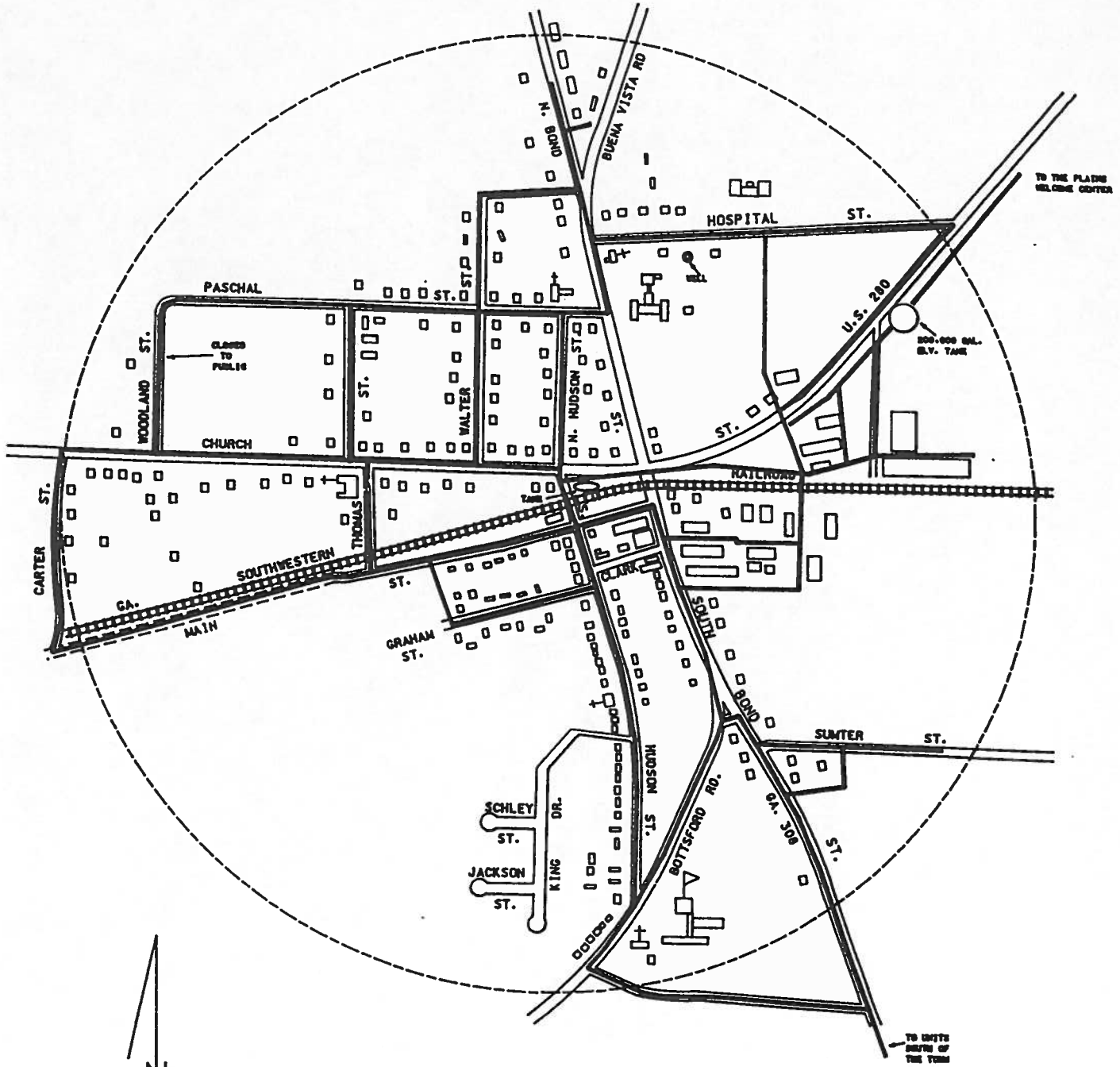
LEGEND

— EXISTING SEWER LINES

SOURCE: FRIDDLE & REINHARDT, INC.
GENERAL SEWER LAYOUT

PLAINS, GEORGIA

EXISTING WATER SYSTEM

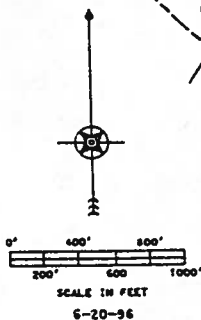
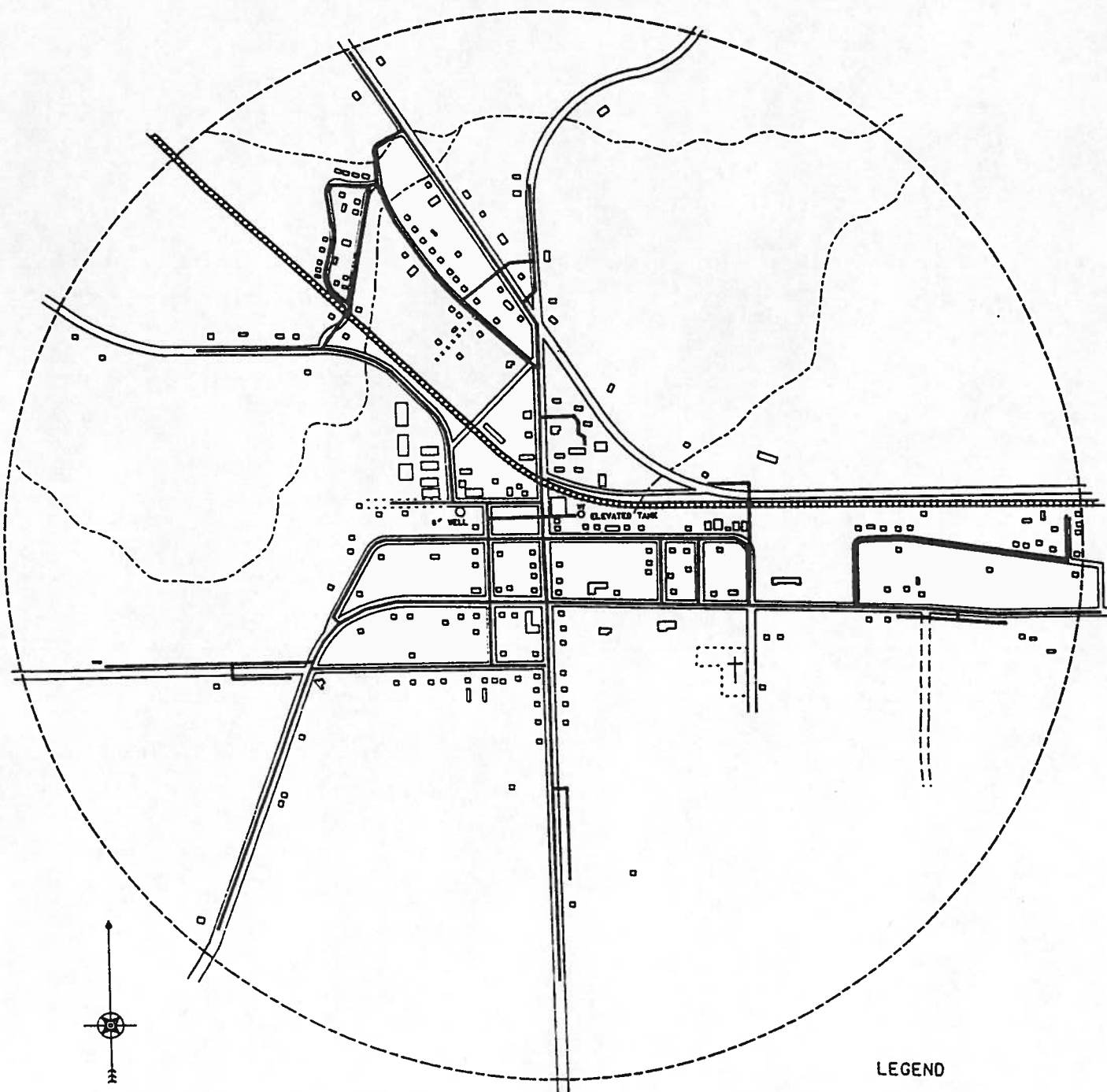


LEGEND

————— EXISTING WATER LINES

SOURCE: TREMBLE & SCHEIDT, INC.
GENERAL SERVICE DIVISION

WATER SYSTEM



LESLIE, GEORGIA

PREPARED BY:
MIDDLE FLINT REGIONAL
DEVELOPMENT CENTER

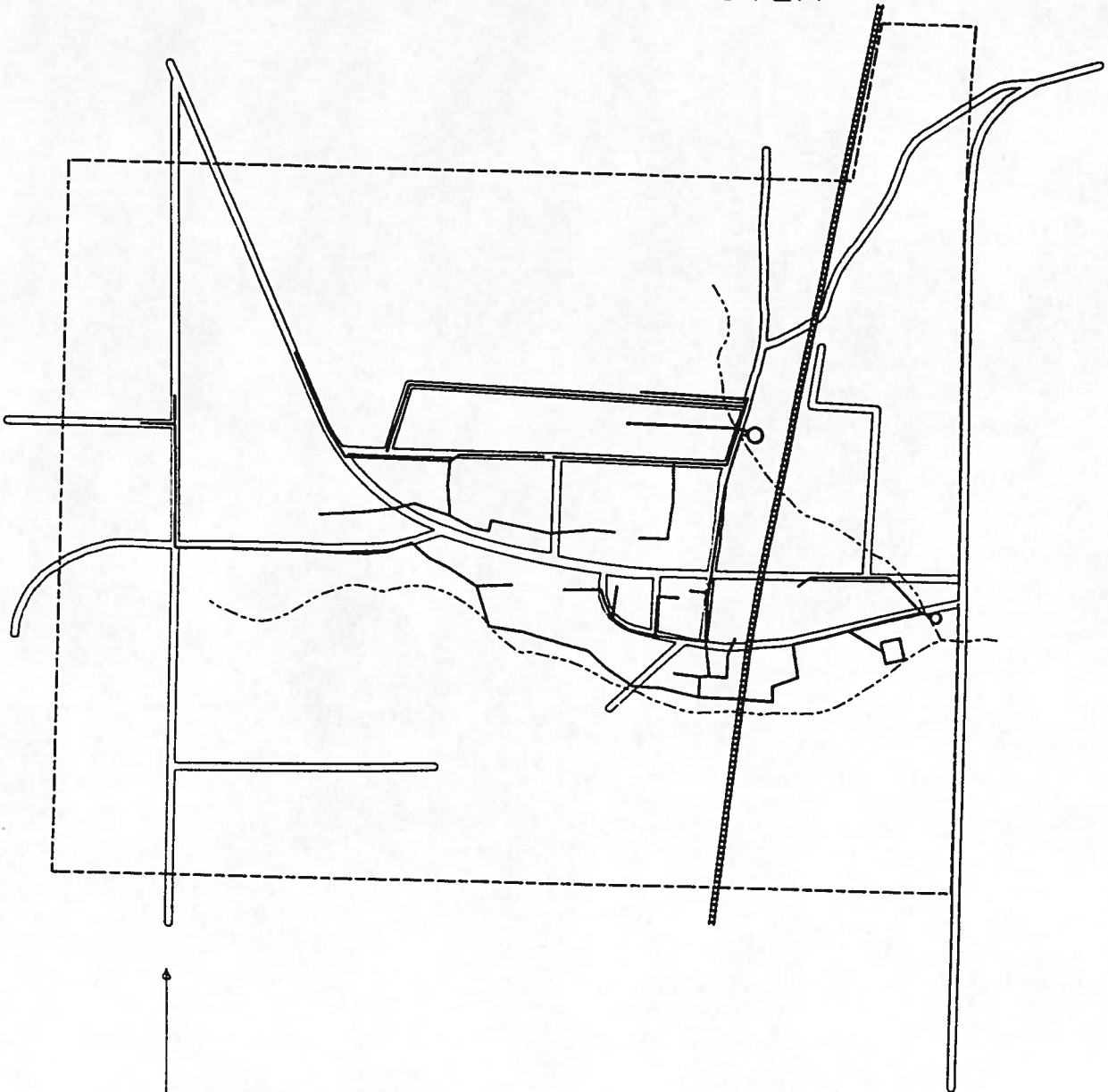
220 N. LAMAR ST. AMERICUS, GA. 31211 920-4120
DIGITIZED BY: BUDDY KIDD

LEGEND

- WATER LINE
- ⬡ MUNICIPAL WELL (1)
- ELEVATED TANK (1)

SOURCE:
TRIBBLE & RICHARDSON, INC.

CITY OF ANDERSONVILLE SANITARY SEWER SYSTEM



LEGEND

- SANITARY SEWER LINES
- LIFT STATION (2)
- TREATMENT FACILITY

SOURCE:
TRIBBLE & RICHARDSON
CONSULTING ENGINEERS

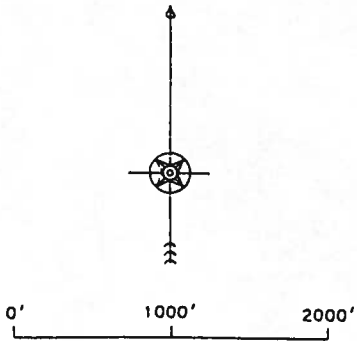


Exhibit #4

Contract Between Sumter County and City of Americus
on Elimination of Duplication of Services
.38 Millage Rollback

STATE OF GEORGIA

COUNTY OF SUMTER

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA,
AND THE CITY OF AMERICUS, GEORGIA,
PROVIDING FOR AD VALOREM TAX ROLLBACKS
PURSUANT TO THE PARTIES' SERVICE DELIVERY STRATEGY**

This Contract entered into effective the day and year hereinafter set out by and between **The Board of Commissioners of Sumter County, Georgia** (hereinafter referred to as "Sumter County") and **The City of Americus, Georgia** (hereinafter referred to as "City of Americus") relating to certain ad valorem tax rollbacks in connection with the Service Delivery Strategy approved by the parties hereto.

W I T N E S S E T H :

WHEREAS, Sumter County and the City of Americus are presently involved in establishing a Service Delivery Strategy between and among the local governmental bodies in Sumter County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, as required by the provisions of O.C.G.A. §36-70-23, each of the parties hereto have identified all local government services presently provided or primarily funded by each of the parties, and a description of the geographic area in which such identified services are provided by the parties hereto, and a description of the source of funding for each such service; and

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
31709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

WHEREAS, O.C.G.A. §36-70-24 requires, among other things, that the Service Delivery Strategy of the parties ensure that the cost of any service which Sumter County provides primarily for the benefit of the unincorporated area of the County shall be borne by the unincorporated area residents, individuals, and property owners who receive the service; and

WHEREAS, O.C.G.A. §36-70-24 further provides that when Sumter County and one or more municipalities jointly fund a County-wide service, the County's share of such funding shall be borne by the unincorporated area residents, individuals, and property owners who receive the service; and

WHEREAS, there are various government services that are jointly funded by Sumter County and the City of Americus, and the parties desire that the funding for such services comply with O.C.G.A. §36-70-24 in that the County's share of the funding for such services shall be borne by the unincorporated area residents, individuals, and property owners who receive such service; and

WHEREAS, the parties hereto have agreed that the best way to ensure compliance with such provisions in connection with their Service Delivery Strategy shall be for the County to provide for an ad valorem tax rollback to City of Americus ad valorem property taxpayers in an amount equal to such taxpayers' share of the County contributions to services jointly funded by the City of Americus and Sumter County; and

WHEREAS, such jointly funded services to which this Contract applies are more particularly set out on Exhibit "A" hereto; and

WHEREAS, in furtherance of their agreement and in furtherance of the requirement that a local government Service Delivery Strategy be established pursuant

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
31709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

to O.C.G.A. §36-70-20, et. seq., the parties do hereby enter into this Intergovernmental Contract, and

WHEREAS, both parties to this Contract are governmental entities under the laws of the State of Georgia and are authorized to enter into intergovernmental contracts for joint services, for the provision of services, or for the joint and separate use of facilities or equipment pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties agree that the local services more particularly set out on Exhibit "A" to this Contract, which is incorporated into and made a part of this Contract, are those services which, at the present time, are funded by both Sumter County and the City of Americus in varying amounts depending on the annual budgets approved for the respective parties to this Contract.

2. The parties agree that Sumter County shall provide to the property taxpayers paying ad valorem taxes on taxable real and personal property located within the City limits of the City of Americus an annual County ad valorem tax rollback in an amount which shall be calculated in accord with Paragraph 3 hereof. The amount of such rollback shall appear as a credit on each such ad valorem tax bill submitted by Sumter County to owners of taxable real and personal property located within the City limits of the City of Americus.

3. The amount of such rollback shall be determined on an annual basis at the

time that the County's annual budget is approved, shall be based upon the annual budgeted expenditure of general fund revenue by the County for each governmental service listed on Exhibit "A" hereto (and for any such service or services added to Exhibit "A" pursuant to Paragraph 6 hereof) in such budget, and shall be determined as follows:

(A) Calculate the percentage of the total County tax digest which is attributable to taxable real and personal property located within the City limits of the City of Americus;

(B) Determine the total amount of general fund revenue budgeted for expenditure by the County for each service listed on Exhibit "A" hereto (and for any such service or services added to Exhibit "A" pursuant to Paragraph 6 hereof);

(C) Multiply the dollar amount determined in subsection (B) hereof by the percentage calculated in subsection (A) hereof;

(D) The amount determined in subsection (C) hereof shall be the total rollback or credit to be given to City ad valorem taxpayers, represented as a dollar figure;

(E) The County shall determine the millage rate that such dollar figure represents with respect to the relevant County tax year;

(F) The millage rate determined in subsection (E) hereof shall be the millage rate which is rolled back or credited against each City property taxpayer's County ad valorem tax bill for the relevant County tax year.

(G) In the event that the budgeted amount determined in subsection (B) hereof is increased or decreased by amendments to such budget during the County's fiscal year, then the increased expenditures shall be added to the budgeted expenditures and the decreased expenditures shall be subtracted from the budgeted expenditures for

the next fiscal year when the rollback amount is determined for the next relevant County tax year.

4. Such ad valorem tax rollback shall be initially implemented as to ad valorem taxes due and payable in connection with the year 2000 tax digest and for each year thereafter.

5. The parties hereto, or their designated representatives, shall be required to meet on or before September 1 of each calendar year, beginning with calendar year 2000, for the purpose of reviewing the respective parties' contributions for the services listed on Exhibit "A" hereto.

6. The parties agree that if the parties begin jointly funding any governmental service in the future that is a County-wide service, then such service shall be deemed to be added to the list provided on Exhibit "A" hereto and shall be treated, for all purposes, in the same manner as the other services listed on Exhibit "A" hereto with respect to this Contract.

7. This Contract constitutes the entire agreement between the parties hereto, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract; provided, however, that pursuant to O.C.G.A. §36-70-28, the parties shall review and revise, if necessary, the terms of this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

8. This Contract shall continue in full force and effect unless and until the same is modified in accord with the terms hereof, and this Contract shall be binding upon the respective parties hereto, as well as their successors in office for the maximum length

of time as may be now or hereafter authorized under the Constitution of the State of Georgia.

9. Both parties warrant and covenant to each other that their respective governing bodies have approved this Contract at a meeting held in accord with Georgia law, and that the signatures of the persons below, acting in their representative capacities with respect to each party, are authorized by the governing body of each party to this Contract.

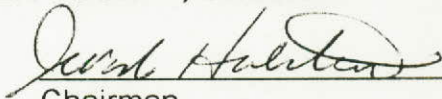
10. This Contract is governed by the laws of the State of Georgia.

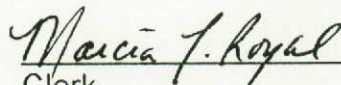
11. Time is of the essence with respect to the provisions in this Contract.

SO AGREED and made effective as of the _____ day of _____,

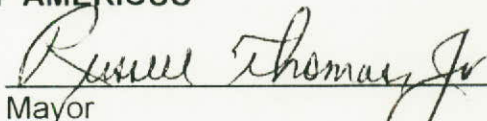
1999.

**THE BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: 
Chairman

ATTEST: 
Clerk

THE CITY OF AMERICUS

BY: 
Mayor

ATTEST: 
City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
31709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

by th dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if:

(1) The owner of the dog does not secure the liability insurance or surety bond required by subsection (C) of Section 6 of this ordinance;

(2) The dog is not validly registered as required by this ordinance;

(3) The dog is not maintained in a proper enclosure as defined in this ordinance; or

(4) The dog is outside a proper enclosure in violation of subsection (A) of Section 7 of this ordinance.

(B) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if:

(1) The dog is not validly registered as required by this ordinance;

(2) The dog is not maintained in a proper enclosure as defined in this ordinance; or

(3) The dog is outside a proper enclosure in violation of subsection (B) of Section 7 of this ordinance.

(C) Any dog that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this ordinance as determined by the dog control officer and upon the payment of reasonable confiscation costs. In the event the owner has not complied with the provisions of this section within twenty days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner.

Section 8. Violations; penalties.

(A) The owner of a dangerous dog who violates the applicable provisions of Section 6 or Section 7 of this ordinance

Exhibit #5

Dangerous Dog Ordinance

BOARD OF COMMISSIONERS
SUMTER COUNTY, GEORGIA
Post Office Box 295
Americus, Georgia 31709
(912) 924-6725

J. Wade Halstead, Chairman
W.W. Ferguson
Arthur C. Pless
O.L. Bryant
James A. Davis, Jr.

Barbara S. McCarty
Chief Administrative Officer
Marcia L. Royal, Clerk
George R. Ellis, Jr.
County Attorney

O R I G I N A L

DANGEROUS DOG ORDINANCE

DO NOT STAPLE

USE FOR COPIES

THIS ORDINANCE WAS ADOPTED

05-09-89

AMENDED: 07-11-95

REPLACES ANY PREVIOUS ORDINANCES

(Copies of this Ordinance are \$3.25)

DANGEROUS DOG ORDINANCE

STATE OF GEORGIA

COUNTY OF SUMTER:

ORDINANCE NO. 1990-1

AN ORDINANCE TO CREATE THE POSITION OF DOG CONTROL OFFICER AND ESTABLISH HIS OR HER DUTIES; TO PROVIDE FOR THE CLASSIFICATION AND REGISTRATION OF DANGEROUS DOGS AND POTENTIALLY DANGEROUS DOGS IN THE UNINCORPORATED AREAS OF SUMTER COUNTY; TO PROVIDE FOR REQUIREMENTS FOR POSSESSING SUCH DOGS; TO PROVIDE GROUNDS FOR THE CONFISCATION AND DISPOSITION OF SUCH DOGS; TO COMPLY WITH THE PROVISIONS OF O.C.G.A. SECTION 4-8-20 ET.SEQ.; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Section 1. Definitions.

As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

(A) "Board" means the animal control board.

(B) "County governing authority" means the board of county commissioners.

(C) "Dangerous dog" means any dog that, according to the records of an appropriate authority:

(1) Inflicts a severe injury on a human being without provocation on public or private property at any time after March 31, 1989; or

(2) Aggressively bites, attacks, or endangers the

safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

(D) "Dog control officer" means an individual selected by a local government pursuant to the provisions of O.C.G.A. Section 4-8-22 to aid in the administration and enforcement of the provisions of this article.

(E) "Owner" means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dangerous dog or potentially dangerous dog within this county.

(F) "Potentially dangerous dog" means:

(1) Any dog that without provocation bites a human being on public or private property at any time after March 31, 1989.

(2) Any dog that without provocation attacks and bites another animal or fowl and is of sufficient size, at least _____ pounds, and has sufficient aggressive behavior to endanger the safety of other domestic animals, farm animals and human beings on public or private property at any time after March 31, 1989.

(G) "Proper enclosure" means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any

such enclosure shall also provide protection from the elements for the dog.

(H) "Records of an appropriate authority" means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; or records of a dog control officer as provided in this ordinance and by the laws of the State of Georgia.

(I) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

Section 2. Exceptions to Definitions.

The term "dangerous dog" and "potentially dangerous dog", as defined in Section 1 of this ordinance, shall not include the following:

(A) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties; and

(B) A dog who inflicts an injury within the meaning of this ordinance if the injury was sustained by a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted th dog or was committing or attempting to commit a crime.

Section 3. Animal Control Board

(A) There is created and established an animal control

board. The purpose of the board shall be to conduct the hearings provided for in Section 5 of this ordinance.

(B) The board shall be the Board of Health.

(C) No member of the board shall participate in a hearing on any matter in which such member previously participated in the classification of the dog at issue. In the event of a vacancy during the term of any member by reason of death, resignation, or other wise, the appointment of a successor by the county governing authority shall be for the remainder of the unexpired term of such member.

Section 4. Dog Control Officer

The county governing authority shall appoint a dog control officer who shall serve at the pleasure of the governing authority. The dog control officer's compensation shall be established from time to time by the governing authority.

Section 5. Procedure for classifying dangerous dogs and potentially dangerous dogs; notice; hearing.

(A) The dog control officer, upon receiving a report of a dangerous dog or potentially dangerous dog within Sumter County from a law enforcement agency, animal control agency, rabies control officer, or county board of health, shall make such investigations and inquiries with regard to such report as may be necessary to determine the validity of such report and whether the dog should be classified as a dangerous dog or potentially dangerous dog or reclassified as a dangerous dog is previously classified as a potentially dangerous dog.

(B) Should the dog control officer determine that a dog is a dangerous dog or potentially dangerous dog, the dog control officer shall classify such dog accordingly. The dog control officer shall then notify the dog's owner of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail to the owner's last known address;

(2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;

(3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or potentially dangerous dog;

(4) The notice shall state that the hearing, if requested, shall be before the animal control board;

(5) The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and

(6) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the board.

(C) When the animal control board receives a request for a hearing as provided in subsection (B) of this section, it

shall schedule such hearing within 30 days after receiving the request. The board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing. Such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence. In addition, the board shall receive at the hearing such other evidence and hear such other testimony as the board may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.

(D) Within ten days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

Section 6. Requirements for possessing a dangerous or potentially dangerous dog.

(A) No one shall have, own, or possess with Sumter County a dangerous dog or potentially dangerous dog without a certificate of registration.

(B) The dog control officer shall issue a certificate of registration to the owner of a dangerous dog or potentially dangerous dog if the owner presents to the dog control officer or the dog control officer otherwise finds sufficient evidence of:

(1) A proper enclosure to confine the dangerous or potentially dangerous dog; and

(2) The posting of the premises where the dangerous dog or potentially dangerous dog is located with a

clearly visible sign warning that there is a dangerous dog on the property. The owner of a dangerous dog or potentially dangerous dog shall receive such sign from the dog control officer at the time the owner pays the annual registration fee as required in subsection (D) of this section.

(C) In addition to the requirements of subsection (B) of this section, the owner of a dangerous dog shall present to the dog control officer evidence of:

(1) A policy of insurance in the amount of at least \$15,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the dangerous dog against liability for any personal injuries inflicted by the dangerous dog; or

(2) A surety bond in the amount of \$15,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the dangerous dog.

(D) The owner of a dangerous dog or potentially dangerous dog shall pay an annual registration fee at the time the annual certificate of registration is issued. The annual registration fee shall be in the amount of Fifty Dollars and 40 Cents dollars (\$50.⁰⁰). Certificates of registration shall be renewed in the month of the initial registration.

(E) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer if the owner is moving from Sumter County.

(F) The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia shall register such dog as required by this ordinance within thirty

days after becoming a resident of the State of Georgia and Sumter County.

(G) The owner of a dangerous dog or potentially dangerous dog who moves to Sumter County from any other county within the State of Georgia shall register such dog as required by this ordinance within ten days after becoming a resident of Sumter County.

(H) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within twenty-four hours if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the dog control officer with the name, address, and telephone number of the new owner of the dog.

Section 7. Restrictions on permitting dangerous or potentially dangerous dogs outside of a proper enclosure.

(A) It shall be unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will prevent it from biting any person but not cause injury to the dog or interfere with its vision or respiration.

(B) It shall be unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and is under the restraint of a responsible person.

Section 8. Confiscation of dogs; grounds; disposition.

(A) A dangerous dog shall be immediately confiscated

by th dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if:

(1) The owner of the dog does not secure the liability insurance or surety bond required by subsection (C) of Section 6 of this ordinance;

(2) The dog is not validly registered as required by this ordinance;

(3) The dog is not maintained in a proper enclosure as defined in this ordinance; or

(4) The dog is outside a proper enclosure in violation of subsection (A) of Section 7 of this ordinance.

(B) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if:

(1) The dog is not validly registered as required by this ordinance;

(2) The dog is not maintained in a proper enclosure as defined in this ordinance; or

(3) The dog is outside a proper enclosure in violation of subsection (B) of Section 7 of this ordinance.

(C) Any dog that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this ordinance as determined by the dog control officer and upon the payment of reasonable confiscation costs. In the event the owner has not complied with the provisions of this section within twenty days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner.

Section 8. Violations; penalties.

(A) The owner of a dangerous dog who violates the applicable provisions of Section 6 or Section 7 of this ordinance

or whose dangerous dog is subject to confiscation under subsection (A) of Section 8 of this ordinance shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than \$500.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$750.00 shall be imposed.

(B) The owner of a potentially dangerous dog who violates the applicable provisions of Section 6 or Section 7 of this ordinance or whose potentially dangerous dog is subject to confiscation under subsection (B) of Section 8 of this ordinance shall be guilty of a misdemeanor. In addition to any confinement that might be imposed for a conviction under this subsection, for a second conviction a fine of not less than \$150.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$300.00 shall be imposed.

(C) If an owner who has a previous conviction for a violation of this ordinance knowingly and willfully fails to comply with the provisions of this ordinance, such owner shall be guilty of a felony if the owner's dangerous dog attacks or bites a human being under circumstances constituting another violation of this ordinance. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$1,000.00 nor more than \$5,000.00 or by imprisonment for not less than one nor more than five years or by both such fine and imprisonment as authorized by O.C.G.A. Section 4-8-28 (c).

(D) An owner who knowingly and willfully fails to comply with the provisions of this ordinance shall be guilty of a felony if the owner's dangerous dog aggressively attacks and

causes severe injury or death of a human being under circumstances constituting a violation of this ordinance. The owner of a dangerous dog who is convicted of a violation of this subsection shall be punished by a fine of not less than \$5,000.00 nor more than \$10,000.00 or by imprisonment for not less than one nor more than ten years or by both such fine and imprisonment as authorized by O.C.G.A Section 4-8-28 (d).

(E) In addition to the penalties for violations under subsection (C) or (D) of this section, the dangerous dog involved shall be immediately confiscated by the dog control officer or by a law enforcement officer or another person authorized by the dog control officer and placed in quarantine for the proper length of time as determined by the county board of health, and, thereafter, the dangerous dog shall be destroyed in an expeditious and humane manner.

(F) No owner of a dangerous dog shall be held criminally liable under this article for injuries inflicted by said owner's dog to any human being while on the owner's property.

Section 9. General provisions.

(A) If any provision of this ordinance, or the application of this ordinance to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application of such other provisions, of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are hereby declared to be severable.

(B) All laws and ordinances, or parts thereof, which conflict with the provisions of this ordinance are repealed.

(C) This ordinance shall become effective March 31, 1989.

ADOPTED and APPROVED this 13th day of February,
1990.

SUMTER COUNTY BOARD OF COMMISSIONERS

BY: Wade Halstead
Wade Halstead, Chairman

ATTEST: Barbara McCarty
Barbara McCarty,
Chief Administrative Officer

4.dog1

RESOLUTION

AMENDMENT TO SUMTER COUNTY DANGEROUS DOG ORDINANCE

The Board of Commissioners of Sumter County did vote to amend the Dangerous Dog Ordinance at their regular meeting held July 11, 1995, and said Ordinance was amended as follows:

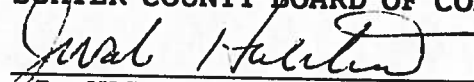
SECTION 1. Definitions. Subparagraph (F)(2) is hereby amended, deleting "at least _____ pounds," wherein SECTION 1. Definitions. Subparagraph (F)(2) as amended shall read:

"(2) Any dog that without provocation attacks and bites another animal or fowl and is of sufficient size, and has sufficient aggressive behavior to endanger the safety of other domestic animals, farm animals and human beings on public or private property at any time after March 31, 1989."

SO RESOLVED THIS 11TH DAY OF JULY, 1995.

SUMTER COUNTY BOARD OF COMMISSIONERS

BY:



J. WADE HALSTEAD, CHAIRMAN

ATTEST:



MARCIA ROYAL, CLERK

Exhibit #6

Agreement to Appoint Study Committee

**JOINT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA,
AND THE MAYOR AND CITY COUNCIL OF THE CITY OF AMERICUS, GEORGIA,
REGARDING THE APPOINTMENT OF A STUDY COMMITTEE
IN CONNECTION WITH COMBINING THE BUILDING INSPECTION
AND PLANNING AND ZONING SERVICES
FOR SUCH GOVERNMENTAL ENTITIES**

WHEREAS, O.C.G.A. §36-70-20 requires each County and certain local governments within such County to develop a Service Delivery Strategy that is both efficient and responsive to citizens within the jurisdiction of the parties thereto; and

WHEREAS, representatives of the Board of Commissioners of Sumter County, the City of Americus, the City of Plains, the City of Leslie, and the City of Andersonville have engaged in extensive meetings, discussions, and negotiations regarding the content of such Service Delivery Strategy; and

WHEREAS, such governmental entities have agreed upon a Service Delivery Strategy, and the same has been reduced to writing as required by O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, the City of Americus presently has a building inspection program and enforces planning and zoning Ordinances; and

WHEREAS, Sumter County has a building inspection program and is in the process of implementing County-wide land use planning and zoning; and

WHEREAS, Sumter County anticipates adopting County-wide land use planning and zoning no later than December 31, 1999; and

WHEREAS, the Service Delivery Strategy approved by Sumter County and the City of Americus provides for the appointment of a Study Committee to study combining the building inspection and planning and zoning functions of Sumter County and the City of Americus after Sumter County has adopted County-wide land use planning and zoning; and

WHEREAS, both Sumter County and the City of Americus desire to adopt this Resolution in order to evidence their intent to appoint such Study Committee in accord with the Service Delivery Strategy referred to above.

NOW, THEREFORE, BE IT RESOLVED jointly by the Board of Commissioners of Sumter County, Georgia, and by the Mayor and City Council members of the City of Americus, Georgia, and it is hereby resolved by authority of the same, as follows:

1. That the governing body of the City of Americus and the Board of Commissioners of Sumter County shall appoint, at their respective regular monthly meetings in January, 2000, members of a Study Committee to review the issues associated with the combining of the building inspection programs and the planning and zoning functions of the City of Americus and Sumter County. Such Committee shall consist of an equal number of members appointed by each governing body. The Mayor of the City of Americus and the Chairman of the County Commission shall agree as to the actual number of persons to be appointed to the Committee by each governing body. At the time of appointment, the governing body of the City of Americus shall designate one of its appointees as co-chair of the Committee, and at the time of appointment, the Board of Commissioners of Sumter County shall designate one of its appointees as co-chair of the Committee.

2. That the Study Committee shall review options and formulate a suggested plan in order to combine the building inspection programs and the planning and zoning functions of the City of Americus and Sumter County and shall report the same to such governing bodies. Such report shall be due within one hundred eighty (180) days of the date that the full membership of the Committee is appointed by the respective governing bodies.

3. That such recommendations by the Committee shall include the proposed terms of an Intergovernmental Contract between the said governing bodies that would be entered into in connection with the combining of such functions.

4. That with respect to meetings of the Study Committee, a majority of the members appointed thereto shall constitute a quorum, and no recommendation shall be made regarding actions to be taken on the subject matter to be considered by the Committee unless such action or recommendation is approved by a majority of the members appointed to the Committee.

5. That in the event that the Board of Commissioners of Sumter County has not adopted County-wide land use planning and zoning by December 31, 1999, then the Study Committee authorized pursuant to this Joint Resolution shall be appointed as provided herein no later than thirty (30) calendar days after the effective date of the adoption of County-wide land use planning and zoning by the Board of Commissioners of Sumter County.

SO RESOLVED, this _____ day of _____, 1999.

**THE BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY:

Chairman

ATTEST:

Clerk

SO RESOLVED, this 23rd day of September, 1999.

CITY OF AMERICUS

BY:

Russell Thomas, Jr., Mayor

ATTEST:

Charlotte D. Blanton, City Clerk

Exhibit #7

Current Land Use Dispute Resolutions Between Sumter County
and Municipalities

ELLIS EASTERLIN PEAGLER GATEWOOD & SKIPPER
ATTORNEYS AT LAW

410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA 31709

GEORGE R. ELLIS, JR.
BEN F. EASTERLIN, IV
GEORGE M. PEAGLER, JR.
JAMES C. GATEWOOD
JAMES M. SKIPPER, JR.
WILLIAM H. DUDLEY
PAUL O. FARR

GEORGE R. ELLIS
1905-1988

TELEPHONE: (912) 924-9316
FACSIMILE: (912) 924-6248

June 23, 1998

Mrs. Barbara McCarty
Chief Administrative Officer
Sumter County, Georgia
Post Office Box 295
Americus, Georgia 31709

**RE: House Bill 489 - Land Use Dispute
Joint Resolution
Our File No. 8000/170E**


Dear Barbara:

This will confirm our telephone conversation of yesterday in which I advised you that both the City of Americus and the City of Plains approved a Joint Resolution establishing a process for resolving land use disputes in connection with annexation proposals at their regular scheduled monthly meetings this past Thursday, June 18, 1998. A copy of the Joint Resolution approved by both bodies is enclosed with this letter.

I have already asked George Ellis to review the Resolution as County Attorney. He has done so and has indicated to me that he has no problems with it. I understand that the County has a meeting scheduled for June 29th to consider this Resolution.

If you have any questions, please let me know.

Yours sincerely,


James M. Skipper, Jr.

JMSjr:bml
Enclosure

cc: Mrs. Sybil Smith
Mrs. Penny Smith

ELLIS EASTERLIN PEAGLER GATEWOOD & SKIPPER
ATTORNEYS AT LAW

410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA 31709

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WILLIAM H. DUDLEY
PAUL O. FARR

GEORGE R. ELLIS
1905-1988

TELEPHONE: (912) 924-9316
FACSIMILE: (912) 924-6248

July 15, 1998

Commissioner Jim E. Higdon
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

RE: Resolution Establishing A Process to Resolve Intergovernmental Land Use Classification Disputes Pursuant to Property Classifications and Land Use Plans for Sumter County, Americus, and Plains

Dear Jim:

I am representing the Mayor and City Council of Americus, Georgia, in connection with House Bill 489 matters. You will recall that O.C.G.A. §36-70-24(4)(c) requires the establishment, by July 1, 1998, of a process to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county. Such a Resolution has been entered into among Sumter County, the City of Americus, and the City of Plains, and a copy of that Resolution is enclosed with this letter. The purpose of this letter is to advise you that the above named governmental entities have complied with the requirements of O.C.G.A. §36-70-24(4)(c). If you have any questions, please let me know.

Sincerely yours,


Jimmy Skipper

JMS:bml
Enclosure

cc: ✓ Mr. Wade Halstead, Chairman
Sumter County Board of Directors

Mr. Russell Thomas, Jr., Mayor
City of Americus, Georgia

Mr. L. E. Godwin, III, Mayor
City of Plains, Georgia

5/92

**JOINT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA,
THE MAYOR AND CITY COUNCIL OF AMERICUS, GEORGIA, AND
THE MAYOR AND CITY COUNCIL OF PLAINS, GEORGIA,
ESTABLISHING A PROCESS
TO RESOLVE INTER-GOVERNMENTAL LAND USE
CLASSIFICATION DISPUTES PURSUANT TO
PROPERTY ANNEXATIONS AND LAND USE PLANS**

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Americus, Georgia, and the Mayor and City Council of the City of Plains, Georgia, have found it necessary, desirable, and in the public interest to establish a formal process to resolve land use disputes as they relate to property annexation and land use plans; and

WHEREAS, O.C.G.A. §36-70-24(4)(C) requires that such a process be established by July 1, 1998; and

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the governing bodies of the cities of Americus, Georgia, and Plains, Georgia, have jointly developed a cooperative plan to resolve said issues as is more particularly set out in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Americus, Georgia, and the Mayor and City Council of Plains, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Effective July 1, 1998, disputes arising pursuant to property annexations and land use plans between and among the Board of Commissioners of Sumter County, Georgia, the Mayor and City Council of Americus, Georgia, and the Mayor and City Council of Plains, Georgia, shall be resolved as follows:

(A) Prior to initiating any formal annexation activity, a City will notify the County of a proposed annexation and provide information regarding the annexation, including the location of property, the size of the area proposed to be annexed, and the proposed land use or zoning classifications (if applicable) of the property to be annexed.

(B) Within thirty (30) calendar days of the receipt of the above information, the County shall forward to the City a statement either:

(1) Indicating that the County has no objection to the proposed zoning or land use for the property, or

(2) Describing the County's bona fide land use classification objection, as defined in O.C.G.A. §36-36-11, to the proposed zoning or land use classification and provide supporting evidence relative to the County's objection and providing to the City any possible stipulations or conditions agreeable to the County which would alleviate the County's bona fide land use classification objection.

(C) In the event the County has no objection to the City's proposed land use or zoning classification, the City shall be free to proceed with

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SKIPPER
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11 LAMAR STREET
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AMERICUS, GEORGIA
31709
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(912) 924-6248

the annexation under applicable State statutes and local Ordinances. If the County fails to respond to the City's notice of the proposed annexation in writing within the thirty (30) calendar day period referred to above, the City shall be free to proceed with the annexation pursuant to State statute and County Ordinances, and the County shall forfeit its right to invoke the dispute resolution process provided for in this Ordinance and shall further forfeit its right to object to the zoning or land use change after the completion of the annexation process by the City.

(D) If the County notifies the City that it has a bona fide land use classification objection, the City shall respond to the County in writing within thirty (30) calendar days of the City's receipt of the County's objection by either:

- (1) Agreeing to implement the County's stipulations or conditions that would alleviate the County's objections and thereby resolve the County's objections;
- (2) Agreeing with the County's bona fide land use classification objection and ceasing action on the proposed annexation;
- (3) Disagreeing with the County's objections and, in such event, the governing body of the City shall meet with the governing body of the County at a time and place agreed to by both the City and the County in an attempt to resolve the County's

objections, and if a time cannot be mutually agreed upon for such meeting, the City shall establish a date and time for such meeting and shall provide the County with at least fifteen (15) calendar days advance written notice of such meeting;

(E) In the event that the joint meeting of the City and the County referred to above does not lead to a resolution of the County's bona fide land use classification objections within thirty (30) calendar days after such joint meeting, the City shall appoint a mediator and the County shall appoint a mediator, and the two mediators shall jointly appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the City and the County, and the initial mediation hearing shall occur within thirty (30) calendar days after the appointment of the initial mediator by either party. The City and the County shall equally divide any costs associated with the mediation proceeding. The mediation proceeding shall be conducted in accord with the generally accepted procedures regarding such mediation proceedings and upon such notice and at such times and locations as the mediators shall, by majority vote, determine. The decision of the mediators, by majority vote, shall become final and shall not be subject to appeal.

(F) An annexation proposal shall not become effective until all bona fide

land use classification objections raised by the County are resolved pursuant to this dispute resolution process.

- (G) The dispute resolution procedures provided in this Resolution shall not be applicable unless the County's objection to the land use is a "bona fide land use classification objection," which shall mean an objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use, as provided in O.C.G.A. §36-36-11.
- (H) In the event that the County's objection is not a bona fide land use classification objection, then the determination regarding annexation and land use shall be solely made by the City seeking the annexation.
- (I) Notwithstanding any other provision of this Resolution to the contrary, any of the parties to this Resolution shall be authorized to seek a declaratory judgment in a Court of competent jurisdiction with respect to any issues which may arise in connection with or be relevant to property annexation disputes between and among the parties hereto with respect to property annexations and land use plans.

2. All Resolutions of the respective parties to this Resolution in conflict herewith are hereby repealed.

3. This Resolution shall become effective as of July 1, 1998, and shall apply to all disputes between and among the parties hereto as to property annexations and land use plans which are initiated on or after said date.

SO RESOLVED by the respective parties hereto on the date and year hereinafter set out.

**BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: *John Halston*
Chairman

ATTEST: *[Signature]*
Clerk

Date Approved: 6/29/98

CITY OF AMERICUS

BY: *Russell Thomas Jr.*
Mayor

ATTEST: *Charlotta D. Blanton*
City Clerk

Date Approved: 6/18/98

CITY OF PLAINS

BY: *[Signature]*
Mayor

ATTEST: *Penny Smith*
City Clerk

Date Approved: 6-18-98

IS EASTERLIN
ER GATEWOOD
& SKIPPER
ORNEYS AT LAW
ST LAMAR STREET
OFFICE BOX 498
RICUS, GEORGIA
31709
Phone: (912) 924-9316
Fax: (912) 924-6248

**JOINT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA,
THE MAYOR AND CITY COUNCIL OF ANDERSONVILLE
ESTABLISHING A PROCESS
TO RESOLVE INTER-GOVERNMENTAL LAND USE
CLASSIFICATION DISPUTES PURSUANT TO
PROPERTY ANNEXATIONS AND LAND USE PLANS**

WHEREAS, the Board of Commissioners of Sumter County, Georgia ("County"), and the Mayor and City Council of the City of Andersonville, Georgia ("City"), have found it necessary, desirable, and in the public interest to establish a formal process to resolve land use disputes as they relate to property annexation and land use plans; and

WHEREAS, O.C.G.A. §36-70-24(4)(C) requires that such a process be established by July 1, 1998; and

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the governing bodies of the City of Andersonville, Georgia, have jointly developed a cooperative plan to resolve said issues as is more particularly set out in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Andersonville, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Effective July 1, 1998, disputes arising pursuant to property annexations and land use plans between and among the Board of Commissioners of Sumter County, Georgia, the Mayor and City Council of Andersonville, Georgia, shall be resolved as follows:

- (A) Prior to initiating any formal annexation activity, a City will notify the County of a proposed annexation and provide information regarding the annexation, including the location of property, the size of the area proposed to be annexed, and the proposed land use or zoning classifications (if applicable) of the property to be annexed.
- (B) Within thirty (30) calendar days of the receipt of the above information, the County shall forward to the City a statement either:
 - (1) Indicating that the County has no objection to the proposed zoning or land use for the property, or
 - (2) Describing the County's bona fide land use classification objection, as defined in O.C.G.A. §36-36-11, to the proposed zoning or land use classification and provide supporting evidence relative to the County's objection and providing to the City any possible stipulations or conditions agreeable to the County which would alleviate the County's bona fide land use classification objection.
- (C) In the event the County has no objection to the City's proposed land use or zoning classification, the City shall be free to proceed with the annexation under applicable State statutes and local Ordinances. If the County fails to respond to the City's notice of the proposed annexation in writing within the thirty (30) calendar day period referred to above, the City shall be free to proceed with the

annexation pursuant to State statute and County Ordinances, and the County shall forfeit its right to invoke the dispute resolution process provided for in this Ordinance and shall further forfeit its right to object to the zoning or land use change after the completion of the annexation process by the City.

(D) If the County notifies the City that it has a bona fide land use classification objection, the City shall respond to the County in writing within thirty (30) calendar days of the City's receipt of the County's objection by either:

- (1) Agreeing to implement the County's stipulations or conditions that would alleviate the County's objections and thereby resolve the County's objections;
- (2) Agreeing with the County's bona fide land use classification objection and ceasing action on the proposed annexation;
- (3) Disagreeing with the County's objections and, in such event, the governing body of the City shall meet with the governing body of the County at a time and place agreed to by both the City and the County in an attempt to resolve the County's objections, and if a time cannot be mutually agreed upon for such meeting, the City shall establish a date and time for such meeting and shall provide the County with at least fifteen (15) calendar days advance written notice of such

meeting;

- (E) In the event that the joint meeting of the City and the County referred to above does not lead to a resolution of the County's bona fide land use classification objections within thirty (30) calendar days after such joint meeting, the City shall appoint a mediator and the County shall appoint a mediator, and the two mediators shall jointly appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the City and the County, and the initial mediation hearing shall occur within thirty (30) calendar days after the appointment of the initial mediator by either party. The City and the County shall equally divide any costs associated with the mediation proceeding. The mediation proceeding shall be conducted in accord with the generally accepted procedures regarding such mediation proceedings and upon such notice and at such times and locations as the mediators shall, by majority vote, determine. The decision of the mediators, by majority vote, shall become final and shall not be subject to appeal.
- (F) An annexation proposal shall not become effective until all bona fide land use classification objections raised by the County are resolved pursuant to this dispute resolution process.
- (G) The dispute resolution procedures provided in this Resolution shall not be applicable unless the County's objection to the land use is a

"bona fide land use classification objection," which shall mean an objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use, as provided in O.C.G.A. §36-36-11.

(H) In the event that the County's objection is not a bona fide land use classification objection, then the determination regarding annexation and land use shall be solely made by the City seeking the annexation.

(I) Notwithstanding any other provision of this Resolution to the contrary, any of the parties to this Resolution shall be authorized to seek a declaratory judgment in a Court of competent jurisdiction with respect to any issues which may arise in connection with or be relevant to property annexation disputes between and among the parties hereto with respect to property annexations and land use plans.

2. All Resolutions of the respective parties to this Resolution in conflict herewith are hereby repealed.

3. This Resolution shall become effective as of July 1, 1998, and shall apply to all disputes between and among the parties hereto as to property annexations and land use plans which are initiated on or after said date.

SO RESOLVED by the respective parties hereto on the date and year hereinafter set out.

**BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: J. Wade Halstead
J. Wade Halstead, Chairman

ATTEST: Marcia Royal
Marcia Royal, Clerk

Date Approved: 1/12/99

CITY OF ANDERSONVILLE

BY: Sam B. Holloway
Mayor

ATTEST: Teressa Bentley
City Clerk

Date Approved: 2/2/99

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DISPUTE RESOLUTION PROCESS
O.C.G.A. 36-70-24(4)(c)

The City of Andersonville and Sumter County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

- 1. Prior to initiating any formal annexation activities, 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 (if applicable) of the property upon annexation.**

Within 45 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) as defined in O.C.G.A. 36-36-11(a), Georgia Laws 1998, p. 856-57, 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), the City will respond to the County within 45 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) Initiate a 30 day non-binding mediation process to discuss possible compromises; or (d) disagreeing that the County's objection(s) are bona fide as defined above, and notifying the County that the City will seek a declaratory judgment in court.**
- 4. If the City initiates mediation, the City and the County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.**
- 5. If no resolution of the County's bona fide land use classification objection(s) results from the mediation, the City may proceed with seeking a declaratory judgment in court.**

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).

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.

CITY OF ANDERSONVILLE

Leresa Bentley
ATTEST

BY: J. B. Holberry

SUMTER COUNTY BOARD OF COMMISSIONERS

Marcia L. Poyas
ATTEST

BY: J. Wade Halstead
J. WADE HALSTEAD

**JOINT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA,
AND THE MAYOR AND CITY COUNCIL OF DESOTO, GEORGIA
ESTABLISHING A PROCESS
TO RESOLVE INTER-GOVERNMENTAL LAND USE
CLASSIFICATION DISPUTES PURSUANT TO
PROPERTY ANNEXATIONS AND LAND USE PLANS**

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Desoto, Georgia, have found it necessary, desirable, and in the public interest to establish a formal process to resolve land use disputes as they relate to property annexation and land use plans; and

WHEREAS, O.C.G.A. §36-70-24(4)(C) requires that such a process be established by July 1, 1998; and

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the governing bodies of the City of Desoto, Georgia, have jointly developed a cooperative plan to resolve said issues as is more particularly set out in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Desoto, and it is hereby resolved by authority of the same, as follows:

1. Effective July 1, 1998, disputes arising pursuant to property annexations and land use plans between and among the Board of Commissioners of Sumter County, Georgia, the Mayor and City Council of Desoto, Georgia, shall be resolved as follows:

(A) Prior to initiating any formal annexation activity, a City will notify the

County of a proposed annexation and provide information regarding the annexation, including the location of property, the size of the area proposed to be annexed, and the proposed land use or zoning classifications (if applicable) of the property to be annexed.

(B) Within thirty (30) calendar days of the receipt of the above information, the County shall forward to the City a statement either:

(1) Indicating that the County has no objection to the proposed zoning or land use for the property, or

(2) Describing the County's bona fide land use classification objection, as defined in O.C.G.A. §36-36-11, to the proposed zoning or land use classification and provide supporting evidence relative to the County's objection and providing to the City any possible stipulations or conditions agreeable to the County which would alleviate the County's bona fide land use classification objection.

(C) In the event the County has no objection to the City's proposed land use or zoning classification, the City shall be free to proceed with the annexation under applicable State statutes and local Ordinances. If the County fails to respond to the City's notice of the proposed annexation in writing within the thirty (30) calendar day period referred to above, the City shall be free to proceed with the annexation pursuant to State statute and County Ordinances, and

the County shall forfeit its right to invoke the dispute resolution process provided for in this Ordinance and shall further forfeit its right to object to the zoning or land use change after the completion of the annexation process by the City.

(D) If the County notifies the City that it has a bona fide land use classification objection, the City shall respond to the County in writing within thirty (30) calendar days of the City's receipt of the County's objection by either:

- (1) Agreeing to implement the County's stipulations or conditions that would alleviate the County's objections and thereby resolve the County's objections;
- (2) Agreeing with the County's bona fide land use classification objection and ceasing action on the proposed annexation;
- (3) Disagreeing with the County's objections and, in such event, the governing body of the City shall meet with the governing body of the County at a time and place agreed to by both the City and the County in an attempt to resolve the County's objections, and if a time cannot be mutually agreed upon for such meeting, the City shall establish a date and time for such meeting and shall provide the County with at least fifteen (15) calendar days advance written notice of such meeting;

- (E) In the event that the joint meeting of the City and the County referred to above does not lead to a resolution of the County's bona fide land use classification objections within thirty (30) calendar days after such joint meeting, the City shall appoint a mediator and the County shall appoint a mediator, and the two mediators shall jointly appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the City and the County, and the initial mediation hearing shall occur within thirty (30) calendar days after the appointment of the initial mediator by either party. The City and the County shall equally divide any costs associated with the mediation proceeding. The mediation proceeding shall be conducted in accord with the generally accepted procedures regarding such mediation proceedings and upon such notice and at such times and locations as the mediators shall, by majority vote, determine. The decision of the mediators, by majority vote, shall become final and shall not be subject to appeal.
- (F) An annexation proposal shall not become effective until all bona fide land use classification objections raised by the County are resolved pursuant to this dispute resolution process.
- (G) The dispute resolution procedures provided in this Resolution shall not be applicable unless the County's objection to the land use is a "bona fide land use classification objection," which shall mean an

objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use, as provided in O.C.G.A. §36-36-11.

(H) In the event that the County's objection is not a bona fide land use classification objection, then the determination regarding annexation and land use shall be solely made by the City seeking the annexation.

(I) Notwithstanding any other provision of this Resolution to the contrary, any of the parties to this Resolution shall be authorized to seek a declaratory judgment in a Court of competent jurisdiction with respect to any issues which may arise in connection with or be relevant to property annexation disputes between and among the parties hereto with respect to property annexations and land use plans.

2. All Resolutions of the respective parties to this Resolution in conflict herewith are hereby repealed.

3. This Resolution shall become effective as of July 1, 1998, and shall apply to all disputes between and among the parties hereto as to property annexations and land use plans which are initiated on or after said date.

SO RESOLVED by the respective parties hereto on the date and year hereinafter set out.

**BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: *Orval Holston*
Chairman

ATTEST: *Marcia L. Royal*
Clerk

Date Approved: *1/12/99*

CITY OF DESOTO

BY: *Jack Davis*
Mayor

ATTEST: *Bernie D. Outsell*
City Clerk

Date Approved: *2/1/99*

DISPUTE RESOLUTION PROCESS
O.C.G.A. 36-70-24(4)(c)

The City of Desoto and Sumter County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

- 1. Prior to initiating any formal annexation activities, 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 (if applicable) of the property upon annexation.**

Within 45 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) as defined in O.C.G.A. 36-36-11(a), Georgia Laws 1998, p. 856-57, 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), the City will respond to the County within 45 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) Initiate a 30 day non-binding mediation process to discuss possible compromises; or (d) disagreeing that the County's objection(s) are bona fide as defined above, and notifying the County that the City will seek a declaratory judgment in court.**
- 4. If the City initiates mediation, the City and the County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.**
- 5. If no resolution of the County's bona fide land use classification objection(s) results from the mediation, the City may proceed with seeking a declaratory judgment in court.**

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).

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.

CITY OF DESOTO

Semie Douville BY: J. Adams
ATTEST

**SUMTER COUNTY BOARD OF
COMMISSIONERS**

Marcia Lopez BY: J. Wade Halstead
ATTEST J. WADE HALSTEAD

**JOINT RESOLUTION
OF THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA,
THE MAYOR AND CITY COUNCIL OF LESLIE
ESTABLISHING A PROCESS
TO RESOLVE INTER-GOVERNMENTAL LAND USE
CLASSIFICATION DISPUTES PURSUANT TO
PROPERTY ANNEXATIONS AND LAND USE PLANS**

WHEREAS, the Board of Commissioners of Sumter County, Georgia ("County"), and the Mayor and City Council of the City of Leslie, Georgia ("City"), have found it necessary, desirable, and in the public interest to establish a formal process to resolve land use disputes as they relate to property annexation and land use plans; and

WHEREAS, O.C.G.A. §36-70-24(4)(C) requires that such a process be established by July 1, 1998; and

WHEREAS, the Board of Commissioners of Sumter County, Georgia, and the governing bodies of the City of Leslie, Georgia, have jointly developed a cooperative plan to resolve said issues as is more particularly set out in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sumter County, Georgia, and the Mayor and City Council of the City of Leslie, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Effective July 1, 1998, disputes arising pursuant to property annexations and land use plans between and among the Board of Commissioners of Sumter County, Georgia, the Mayor and City Council of Leslie, Georgia, shall be resolved as follows:

(A) Prior to initiating any formal annexation activity, a City will notify the

County of a proposed annexation and provide information regarding the annexation, including the location of property, the size of the area proposed to be annexed, and the proposed land use or zoning classifications (if applicable) of the property to be annexed.

- (B) Within thirty (30) calendar days of the receipt of the above information, the County shall forward to the City a statement either:
- (1) Indicating that the County has no objection to the proposed zoning or land use for the property, or
 - (2) Describing the County's bona fide land use classification objection, as defined in O.C.G.A. §36-36-11, to the proposed zoning or land use classification and provide supporting evidence relative to the County's objection and providing to the City any possible stipulations or conditions agreeable to the County which would alleviate the County's bona fide land use classification objection.
- (C) In the event the County has no objection to the City's proposed land use or zoning classification, the City shall be free to proceed with the annexation under applicable State statutes and local Ordinances. If the County fails to respond to the City's notice of the proposed annexation in writing within the thirty (30) calendar day period referred to above, the City shall be free to proceed with the annexation pursuant to State statute and County Ordinances, and

the County shall forfeit its right to invoke the dispute resolution process provided for in this Ordinance and shall further forfeit its right to object to the zoning or land use change after the completion of the annexation process by the City.

(D) If the County notifies the City that it has a bona fide land use classification objection, the City shall respond to the County in writing within thirty (30) calendar days of the City's receipt of the County's objection by either:

- (1) Agreeing to implement the County's stipulations or conditions that would alleviate the County's objections and thereby resolve the County's objections;
- (2) Agreeing with the County's bona fide land use classification objection and ceasing action on the proposed annexation;
- (3) Disagreeing with the County's objections and, in such event, the governing body of the City shall meet with the governing body of the County at a time and place agreed to by both the City and the County in an attempt to resolve the County's objections, and if a time cannot be mutually agreed upon for such meeting, the City shall establish a date and time for such meeting and shall provide the County with at least fifteen (15) calendar days advance written notice of such meeting;

- (E) In the event that the joint meeting of the City and the County referred to above does not lead to a resolution of the County's bona fide land use classification objections within thirty (30) calendar days after such joint meeting, the City shall appoint a mediator and the County shall appoint a mediator, and the two mediators shall jointly appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the City and the County, and the initial mediation hearing shall occur within thirty (30) calendar days after the appointment of the initial mediator by either party. The City and the County shall equally divide any costs associated with the mediation proceeding. The mediation proceeding shall be conducted in accord with the generally accepted procedures regarding such mediation proceedings and upon such notice and at such times and locations as the mediators shall, by majority vote, determine. The decision of the mediators, by majority vote, shall become final and shall not be subject to appeal.
- (F) An annexation proposal shall not become effective until all bona fide land use classification objections raised by the County are resolved pursuant to this dispute resolution process.
- (G) The dispute resolution procedures provided in this Resolution shall not be applicable unless the County's objection to the land use is a "bona fide land use classification objection," which shall mean an

objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use, as provided in O.C.G.A. §36-36-11.

(H) In the event that the County's objection is not a bona fide land use classification objection, then the determination regarding annexation and land use shall be solely made by the City seeking the annexation.

(I) Notwithstanding any other provision of this Resolution to the contrary, any of the parties to this Resolution shall be authorized to seek a declaratory judgment in a Court of competent jurisdiction with respect to any issues which may arise in connection with or be relevant to property annexation disputes between and among the parties hereto with respect to property annexations and land use plans.

2. All Resolutions of the respective parties to this Resolution in conflict herewith are hereby repealed.

3. This Resolution shall become effective as of July 1, 1998, and shall apply to all disputes between and among the parties hereto as to property annexations and land use plans which are initiated on or after said date.

SO RESOLVED by the respective parties hereto on the date and year hereinafter set out.

**BOARD OF COMMISSIONERS
OF SUMTER COUNTY, GEORGIA**

BY: *J. Wade Halstead*
J. Wade Halstead, Chairman

ATTEST: *Marcia Royal*
Marcia Royal, Clerk

Date Approved: 1/12/99

CITY OF LESLIE

BY: *Wallace Lloyd*
Mayor

ATTEST: *Tina Cobb*
City Clerk

Date Approved: 01/21/99

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DISPUTE RESOLUTION PROCESS
O.C.G.A. 36-70-24(4)(c)

The City of Leslie and Sumter County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities, 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 (if applicable) of the property upon annexation.

Within 45 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) as defined in O.C.G.A. 36-36-11(a), Georgia Laws 1998, p. 856-57, 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), the City will respond to the County within 45 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) Initiate a 30 day non-binding mediation process to discuss possible compromises; or (d) disagreeing that the County's objection(s) are bona fide as defined above, and notifying the County that the City will seek a declaratory judgment in court.
4. If the City initiates mediation, the City and the County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.
5. If no resolution of the County's bona fide land use classification objection(s) results from the mediation, the City may proceed with seeking a declaratory judgment in court.

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).

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.

CITY OF LESLIE

Ginda Cobb
ATTEST

BY: Wallace Lloyd

SUMTER COUNTY BOARD OF COMMISSIONERS

Marcia P. Royal
ATTEST

BY: J. Wade Halstead
J. WADE HALSTEAD