**GEURGIA DEPARTMENT OF COMMUNITY AFFAIRS** 

SERVICE DELIVERY STRATEGY

FOR

EIA.

CRISP

PAGE 1

# I. GENERAL INSTRUCTIONS

- Only one set of these forms should be submitted per county. The completed forms should clearly present the collective 1. agreement reached by all cities and counties that were party to the service delivery strategy.
- List each local government and/or authority that provides services included in the service delivery strategy in Section II below. 2.
- 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 3. delivery strategy.
- For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements 4. form (page 2).
- Complete one copy of the Summary of Land Use Agreements form (page 3). 5.
- 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.

COUNTY

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

# **II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

Crisp County **City of Cordcle** Town of Arabi

Crisp County - Cordele Industrial **Development Authority** Development Authority of Crisp County Cordele Housing Authority Crisp/Dooly Joint Development Authority Hospital Authority of Crisp County Solid Waste Management Authority of Crisp County **Crisp County Power Commission** 

# **III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

- 1. Airport
- 2. Animal Control Service
- 3. Building Inspection/Code Enforcement
- 4. Cemetery
- 5. **Clean Community**
- 6. **Cooperative Extension**
- 7. **County Coroner**
- 8 **Economic Development**
- 9 **Electrical Generation & Distribution**
- 10. Emergency-911
- 11. **Emergency Management Emergency Medical Services** 12
- 13. **Fire Protection**
- 14. Indigent Defense
- 15. Jail Services
- 16. **Judicial/Courts**
- Land Use and Zoning 17
- 18. Landfill
- 19 Law Enforcement
- 20. Library Services
- 21. Main Street

- 22. Natural Gas Service
- 23. Parks
- 24. Planning & Zoning
- 25. **Public Health Services**
- 26. **Public Housing**
- 27 Recreation
- Road/Bridge Construction and Maintenance 28
- 29. Sanitary Sewage
- Senior Citizens Center & Council on Aging 30
- 31 Solid Waste Collection
- Solid Waste Recycling 32
- 33. Tax Appraisal/Assessment
- 34. **Tax Collection**
- 35 Voter Registration/Elections
- Water Supply/Treatment 36

Verified

		SUMMARY OF SERVICE DELIVERY ARRAN	
	Answer each question	form and complete one for each service listed on page 1, Section below, attaching additional pages as necessary. If the contact person the he Department of Community Affairs.	n III. Use exactly the same service names listed on page 1. for this service (listed at the bottom of the page) changes, this
unty:	Crisp	Service: Airport	
Check the	box that best desc	bes the agreed upon delivery arrangement for this service	ce:
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		ovide this service only within their incorporated bounda his box is checked, identify the government(s), authorit	
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	Answer each question	form and complete one for each service listed on page 1, Section III. Use exactly the same service names list below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page the Department of Community Affairs.	ed on page 1. ) changes, this
County:	Crisp	Service: Animal COntrol Service	? `
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		countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If overnment, authority or organization providing the service.)	this box
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		ked, attach a legible map delineating the service area of each service provider, and identi- other organization that will provide service within each service area.)	ify the
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7. Person	completing form:	Dr. Jack Miller	
Phone nun	ber:273-3	3102 Date completed: 9-1-99	
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SUMMARY	OF	SERVICE	DELIVERY	ARRANGEMENTS
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616		SUMMARY OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
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5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: **Contracting Parties:** Effective and Ending Dates:

None	
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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?

None

7. Person completing form: 276-2672

Phone number: \_

Pat McKnight

9-1-99 \_ Date completed: \_

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

# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Attachment to Page 2

County: Crisp

Service: Economic Development

3.

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Local Government or Authority	Funding Method
Development Authority of Crisp County	Bond Fees; sale of property; grants
Crisp/Dooly Joint Development Authority	EC/EZ Grant Funds; Grants; User Fees

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		SUMMARI	OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2		
	Answer each question bel	ructions: e copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on pa ver each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes Id be reported to the Department of Community Affairs.				
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SUMMARY OF SERVIC	E DELIVERY	ARRANGEMENTS
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SUMMARY	<b>OF SERVICE</b>	DELIVERY	ARRANGEMENTS
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Crisp County Crisp County How will the strategy No CHnage List any formal servic greement Name: Contract Contract	General Fu	rrangements for providing and/or funding this service within the c or intergovernmental contracts that will be used to implement the <u>Contracting Parties:</u> <u>Crisp County</u> <u>Hospital Authority of Crisp County</u> d to implement the strategy for this service (e.g., ordinances, resol nd when will they take effect?	strategy for this serv ve and Ending Dates: 14-98 - curren

	-	SUMMARY OF S	SERVICE DELIV	ERY ARR	ANGEMENTS	PAGE 2
	Instructions: Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service nar Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the should be reported to the Department of Community Affairs.					e same service names listed on page 1. at the bottom of the page) changes, this
ounty:	Crisp		Service:	Fire	Protection	
Check the	box that best descr	ibes the agreed upon o	lelivery arrangemer	n for this se	rvice:	
		countywide (i.e., inclue overnment, authority o				service provider. (If this box
		only in the unincorpora authority or organizati			single service provid	der. (If this box is checked,
						ice will not be provided in providing the service.)
						nty will provide the service in providing the service.)
goven Cit	ment, authority, or y of Cordele	cked, attach a legible rother organization the provides in its areas; Arabi c	at will provide servi incorporated	ice within e boundar	ach service area.) y; Crisp Cour	
2. In develo		were overlapping serv	ice areas, unnecessa	ry competi	tion and/or duplicati	on of this service identified?
nigher level		.C.G.A. 36-70-24(1)),				ement (i.e., overlapping but hat overlapping service areas
- T - 10						ah atao ao ami'na shat mill ha
		sponsible party and th				ich step or action that will be
funds, user		s, special service distri				will be funded (e.g., enterprise pact fees, bonded indebtedness, e
Crisp C		Funding Method: User fees, Spe	cial Service	District	Revenues; fra	anchise taxes;
6 R. 197		Insurance Ta	xes.			
City of	Cordele	General Revenu	es		-1	
Town of		General Revenu	es			
25.7 -		11	· · · · · · · · · · · · · · · · · · ·		2 K	
	2 . The second	ge the previous arrang			nding this service w	rithin the county?
			-14			
5. List any Agreement			tergovernmental co Contracting Parties:	ntracts that	will be used to impl	ement the strategy for this servic Effective and Ending Dates:
	الوجر بالمتحدة المتحديث التوجر بالمتحد	greement for the	الماري برجيا المحجرين مختلفا الفاكر بيزيما التكري		of Cordele	July 1, 1999 -
	y & Payment f		Town of Ara			current
Contrac	t for Fire Se	ervices	Crisp Count	y; Town	of Arabi	2/23/88 - current
		if any) will be used to e changes, etc.), and w			service (e.g., ordina	inces, resolutions, local acts of th
Crisp (	County Resolut	tion creating a	Special Servi	ce Dist	rict.	
		54 Q.				
7. Person	completing form:	Pat M	cKnight	20 Aug		

Phone number: \_\_\_\_\_\_ 276-2672 \_\_\_\_\_ Date completed: \_\_\_\_\_

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? If yes no If not, provide designated contact person(s) and phone number(s) below:

9-1-99

	Instructions:		OF SERVICE DELIVERY		PAGE 2
	Answer each questio	s form and complete n below, attaching add o the Department of Co	one for each service listed on pag bitional pages as necessary. If the con community Affairs.	e 1, Section III. Use exactly the lact person for this service (listed a	same service names listed on page at the bottom of the page) changes, th
inty:	Crisp		Service: Ind	igent Defense	
			pon delivery arrangement for		
Service is check	will be provided ked, identify the g	countywide (i.e., i overnment, author	including all cities and uninco rity or organization providing	rporated areas) by a single s the service.) Crisp Cou	service provider. (If this box inty
			orporated portion of the county nization providing the service.		er. (If this box is checked,
			e only within their incorporate ed, identify the government(s)		
			e only within their incorporate ed, identify the government(s)		
			<b>gible map delineating the ser</b> on that will provide service w	-	provider, and identify the
. In develo		were overlapping	service areas, unnecessary co	mpetition and/or duplicatio	on of this service identified?
igher level		D.C.G.A. 36-70-24	egy, attach an explanation for 4(1)), overriding benefits of th		
			strategy, attach an implement nd the agreed upon deadline for		h step or action that will be
			elp to pay for this service and district revenues, hotel/motel		
	nent or Authority:	Funding Method:		Sigk.	
Crisp	County	General	Funds; grants		
		100			
. How wi	I the strategy cha	nge the previous a	rangements for providing and	Vor funding this service with	thin the county?
ě.					
No C	hange				
. List any	formal service de	livery agreements	or intergovernmental contract	s that will be used to imple	ment the strategy for this serv
Agreement N			Contracting Parties:	•	Effective and Ending Dates:
None					
		-		160 s	
			ed to implement the strategy found when will they take effect?		ces, resolutions, local acts of
None					
None					
		Pat	McKnight		
1. Person	completing form:	276-2672		9-1-99	
Phone nur	abar	///////////////////////////////////////			

Phone number: \_\_\_\_

Date completed: 9-1-99

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?  $\mathbf{X}$  yes  $\Box$  no If not, provide designated contact person(s) and phone number(s) below:

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

unty: Crisp	8 d - 3	Service:	Jail Services	
Check the box that best descri	bes the agreed up	on delivery arrangement	for this service:	
			ncorporated areas) by a singling the service.) Crisp Co	e service provider. (If this box ounty
Service will be provided o identify the government, a			unty by a single service prov ice.)	ider. (If this box is checked,
-			rated boundaries, and the ser t(s), authority or organizatio	
			orated boundaries, and the co at(s), authority or organizatio	unty will provide the service in n providing the service.)
			service area of each service e within each service area.)	e provider, and identify the
. In developing the strategy, v	vere overlapping s	ervice areas, unnecessar	y competition and/or duplica	tion of this service identified?
f these conditions will continu- igher levels of service (See O. or competition cannot be elimit	C.G.A. 36-70-24(			
f these conditions will be elim aken to eliminate them, the res				ach step or action that will be
				will be funded (e.g., enterprise pact fees, bonded indebtedness,
ocal Government or Authority:	Funding Method:		N	
Crisp County	فتعالمها ومستكمة فيتعين وستكافئ بروي فالكاف التي وستكث الجويري ويرفعهم	يبوه بالأحصار ويستبنين جباعت ويستابا البرجمين فالمتعاد والمتعادين	ng fees, Crisp Count	y jail funds
City of Cordele	Municipal (	Court jail fund s	urcharge	
	1.			
	1			
4. How will the strategy change	ge the previous arr	angements for providing	and/or funding this service	within the county?
No Change			· · · · ·	
no onange		· .		
	**			
5. List any formal service deli	very agreements o	r intergovernmental cont	racts that will be used to imp	lement the strategy for this serv
Agreement Name:		Contracting Parties:		Effective and Ending Dates:
Contract for Jail S	ervices	Crisp County;	City of Cordele	6/18/98 - current
		Crisp County S	heriff	
				ances, resolutions, local acts of
General Assembly, rate or fee	changes, etc.), an	a when will they take en		
None				
i Car	-			
7. Person completing form:	P	at McKnight		
Phone number:		Date completed:	9-1-99	
8. Is this the person who sho		-		cal government projects
8. Is this the person who sho are consistent with the servic			anaring when his his hopes in	Sent Bosternment brojecta
If not, provide designated con			:	

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

Judicial/Courts Service: Crisp County: 1. Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) County provides County-wide; Cities provide for ordinance violations and other matters designated by the Legislature. 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? 🗌 yes 🖾 no If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it. 3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.) Local Government or Authority: Funding Method: General Funds; User Fees; Fines & Forfeitures Crisp County User Fees; General Funds; Fines & Forfeitures City of Cordele User Fees; General Funds; Fines & Forfeitures Town of Arabi 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: Effective and Ending Dates: **Contracting Parties:** None 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect? None Pat McKnight 7. Person completing form: 276-2672 9-1-99 Phone number: Date completed: 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 If not, provide designated contact person(s) and phone number(s) below:

	5. H	SUMMARY OF	SERVICE DELIVERY ARRANGEMENTS	PAGE 2
	Instructions: Make copies of this fo Answer each question be should be reported to the	low, attaching additional	for each service listed on page 1, Section III. Use exactly the lages as necessary. If the contact person for this service (listed nity Affairs.	e same service names listed on page I i at the bottom of the page) changes, thi
unty:	Crisp		Service: Land Use and Zoning	
Check the	box that best describe	es the agreed upon o	delivery arrangement for this service:	
Servic is chec	e will be provided cou- ked, identify the gove	ntywide (i.e., inclue rnment, authority o	ding all cities and unincorporated areas) by a single r organization providing the service.)	e service provider. (If this box
			ated portion of the county by a single service provi on providing the service.)	der. (If this box is checked,
			y within their incorporated boundaries, and the serventify the government(s), authority or organization	
uninco		s box is checked, id	y within their incorporated boundaries, and the coulentify the government(s), authority or organization ele	
			map delineating the service area of each service at will provide service within each service area.)	provider, and identify the
. In devel		re overlapping serv	ice areas, unnecessary competition and/or duplicat	ion of this service identified?
f these con ligher leve	ditions will continue	.G.A. 36-70-24(1)),	attach an explanation for continuing the arrang overriding benefits of the duplication, or reasons t	
			egy, attach an implementation schedule listing ea e agreed upon deadline for completing it.	ach step or action that will be
			o pay for this service and indicate how the service ict revenues, hotel/motel taxes, franchise taxes, imp	
ocal Govern	ment or Authority: Fi	inding Method:		
	County	and the second	ice District Revenues; User Fees	
City	of Cordele	General Fun	ds; User Fees	
	ill the stress of shares		gements for providing and/or funding this service w	
Count	y will no longe	r fund from G		
Agreement		(	Contracting Parties: Crisp County, City of Cordele	Effective and Ending Dates: 7-1-99 - current
	ery and Payment		Town of Arabi	
Servi		5		
1220		5 B. 200 M.		
			implement the strategy for this service (e.g., ordina then will they take effect?	inces, resolutions, local acts of
Cr	isp County Reso	olution creati	ng a Special Service District.	
		Details		
	completing form:	Pat McH		
Phone nu		76-2672	Date completed:9-1-99	
are consi	stent with the service	delivery strategy?	tate agencies when evaluating whether proposed los yes no none number(s) below:	cal government projects

7 10		SUMMARY OF	SERVICE DELIVERY ARRANGEMENTS	PAGE 2
	Instructions: Make copies of this for Answer each question b should be reported to th	orm and complete one pelow, attaching addition	for each service listed on page 1, Section III. Use exactly the same hal pages as necessary. If the contact person for this service (listed at the	e service names listed on page bottom of the page) changes, th
unty: C	Crisp		Service:Landfill	
Check the	box that best describ	bes the agreed upon	n delivery arrangement for this service:	
Service is check	e will be provided co ked, identify the gov	ountywide (i.e., incl vernment, authority	luding all cities and unincorporated areas) by a single serv or organization providing the service.) Crisp Count	ice provider. (If this box y
			orated portion of the county by a single service provider. ( ation providing the service.)	If this box is checked,
One or uninco	more cities will pro rporated areas. (If th	wide this service or is box is checked, i	nly within their incorporated boundaries, and the service w identify the government(s), authority or organization prov	vill not be provided in viding the service.)
			nly within their incorporated boundaries, and the county w identify the government(s), authority or organization prov	
			e map delineating the service area of each service prove that will provide service within each service area.)	vider, and identify the
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f these con igher level	ditions will continue	C.G.A. 36-70-24(1)	, attach an explanation for continuing the arrangement), overriding benefits of the duplication, or reasons that o	nt (i.e., overlapping but verlapping service areas
aken to elin 3. List each	minate them, the response of a second s	ponsible party and nority that will help	ategy, attach an implementation schedule listing each st the agreed upon deadline for completing it. to to pay for this service and indicate how the service will b strict revenues, hotel/motel taxes, franchise taxes, impact f	be funded (e.g., enterprise
	1	Funding Method:		<u></u>
ocal Governi Crisp C	1		Fund; User Fees; General Fund	
	1		Fund; User Fees; General Fund	
	1		Fund; User Fees; General Fund	
Crisp C	ounty	Enterprise 1		
Crisp C 4. How wi No Ch	formal service delive	Enterprise 1	Fund; User Fees; General Fund ingements for providing and/or funding this service within intergovernmental contracts that will be used to implement Contracting Parties:	
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S	formal service deliv	Enterprise 1	ingements for providing and/or funding this service within intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management	nt the strategy for this ser Effective and Ending Dates:
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S Use A	ounty ounty Ill the strategy chang hange formal service deliv Name: Services and La Agreement	Enterprise 1	ingements for providing and/or funding this service within intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management Authority of Crisp County	nt the strategy for this ser Effective and Ending Dates: 11/7/96 -7/1/202
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S Use A	formal service deliv	Enterprise 1	ingements for providing and/or funding this service within intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management	nt the strategy for this ser Effective and Ending Dates:
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S Use A Waste S 6. What of General A None	ounty Ill the strategy chang ange formal service deliv Name: Services and La Agreement Service Agreement other mechanisms (if assembly, rate or fee	Enterprise 1 e the previous arra very agreements or andfill Use ent any) will be used to changes, etc.), and	intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management Authority of Crisp County City of Cordele; Crisp County to implement the strategy for this service (e.g., ordinances when will they take effect?	nt the strategy for this ser Effective and Ending Dates: 11/7/96 -7/1/202 1/1/96 - 12/31/20
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S Use A Waste S 0. What of General A None 7. Person	ounty Ill the strategy chang ange formal service deliv Name: Services and La Agreement Service Agreement other mechanisms (if assembly, rate or fee	Enterprise I Enterprise I e the previous arra very agreements or andfill Use ent any) will be used to changes, etc.), and Pat Mo	intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management Authority of Crisp County City of Cordele; Crisp County City of Cordele; Crisp County to implement the strategy for this service (e.g., ordinances when will they take effect?	nt the strategy for this ser Effective and Ending Dates: 11/7/96 -7/1/202 1/1/96 - 12/31/20
Crisp C 4. How wi No Ch 5. List any Agreement N Waste S Use A Waste S 6. What of General A None 7. Person Phone nu	formal service delive ange formal service delive Name: Services and La Agreement Service Agreement Service Agreement	Enterprise I Enterprise I ent very agreements or andfill Use ent fany) will be used to changes, etc.), and Pat Mo -2672	intergovernmental contracts that will be used to implement Contracting Parties: Crisp County; Solid Waste Management Authority of Crisp County City of Cordele; Crisp County to implement the strategy for this service (e.g., ordinances when will they take effect?	nt the strategy for this ser Effective and Ending Dates: 11/7/96 -7/1/202 1/1/96 - 12/31/20 , resolutions, local acts of

PAGE 2

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

County: Crisp

Service: Law Enforcement

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Conter. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) Crisp County provides countywide and provides enhanced service to the Town of Arabi contract; City of Cordele provides enhanced service within its boundaries.
- 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

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

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

Local Government or Authority:	Funding Method:	
Crisp County	General Funds; Grants; fines & forefeitures	
City of Cordele	General Funds; Grants; fines & forfeitures	
Town of Arabi	General Funds; Grants; fines & forfeitures	
1.		
1 A 1 -	1 Margare 1 1	-

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:

Contract to Provide Law	Crisp County; Crisp County Sheriff; 6/1/90 - curre	nt
Enforcement Services to the	Town of Arabi	
City of Arabi		

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?

9-1-99

None

7. Person completing form:

Phone number:

Pat McKnight

Date c

\_ Date completed:

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

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

276-2672

SUMMARY	<b>OF SERVICE DELIVERY</b>	ARRANGEMENTS

PAGE 2

	Instructions: Make copies of this Answer each question should be reported to	below, attaching ad	ditional pages as necessar	sted on page 1, Section III. y. If the contact person for the	Use exactly the sa is service (listed at	the service nations listed on page the bottom of the page) changes, the
unty:	Crisp		Servic	e: Library Servi	ces	
Check the	box that best descr	ibes the agreed u	ipon delivery arrang	ement for this service:		
Service is chec	e will be provided o ked, identify the go	countywide (i.e., overnment, autho	including all cities a rity or organization	nd unincorporated areas providing the service.)	s) by a single se City of Co	rvice provider. (If this box ordele
			orporated portion of nization providing the		service provider	. (If this box is checked,
One or uninco	r more cities will pr prporated areas. (If	ovide this servic this box is check	e only within their in ed, identify the gove	ncorporated boundaries, rnment(s), authority or	, and the service organization pr	will not be provided in oviding the service.)
One of uninco	r more cities will pr prporated areas. (If	rovide this servic this box is check	e only within their i ed, identify the gove	ncorporated boundaries, ernment(s), authority or	, and the county organization pr	will provide the service in oviding the service.)
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				implementation sched deadline for completing	-	step or action that will be
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3. List eacl			help to pay for this s	ervice and indicate how	the service wil	l be funded (e.g., enterprise
3. List eacl			help to pay for this s	ervice and indicate how	the service wil	l be funded (e.g., enterprise t fees, bonded indebtedness
3. List each funds, user			help to pay for this s	ervice and indicate how	the service wil	
3. List each funds, user ocal Govern	fees, general funds	s, special service	help to pay for this s district revenues, he	ervice and indicate how	the service wil	
3. List each funds, user local Governm	fees, general funds	s, special service Funding Method:	help to pay for this s district revenues, he	ervice and indicate how	the service wil	
3. List each funds, user local Governm	fees, general funds	s, special service Funding Method:	help to pay for this s district revenues, he	ervice and indicate how	the service wil	
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SUMMARY	OF	SERVICE	DELIVERY	ARRANGEMENTS

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	Instructions: Make copies of this Answer each question should be reported to	below, attaching add	one for each service listed on page 1, Section III. Use exactly the litional pages as necessary. If the contact person for this service (listed ommunity Affairs.	e same service names listed on page at the bottom of the page) changes,
ounty:	Crisp		Service: Main Street	
. Check the	box that best descr	ibes the agreed u	pon delivery arrangement for this service:	
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	Instructions: Make copies Answer each q should be repo
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ake copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Is were each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this bould be reported to the Department of Community Affairs.

Outry:       Crisp       Service:       Natural tails service         . Check the box that best describes the agreed upon delivery arrangement for this service:       Service will be provided countywide (i.e., including all cities and unicorporated areas) by a single service provider. (If is schecked, identify the government, authority or organization providing the service.)       City of Cordele         Service will be provided only in the unicorporated portion of the county by a single service provider. (If this box is che identify the government, authority or organization providing the service.)       One or more cities will provide this service only within their incorporated boundaries, and the service will not be provid unicorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service on unicorporated areas. (If this box is checked, identify the government(s), authority or organization provider, and identify government, authority, or other organization that will provide service within each service area.)         Other. (If this box is checked, attach a legible map delinenting the service within each service area.)         2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service idet lyes for service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service dup of this service and indicate how the service will be funded (e.g., et al.)         3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., et al.)         4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?	
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General Assembly, rate or fee changes, etc.), and when will they take effect?	
None	
7. Person completing form: Dr. Jack Miller	
Phone number:273-3102 Date completed:9-1-99	
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government project are consistent with the service delivery strategy? X yes no If not, provide designated contact person(s) and phone number(s) below:	ts

PAGE 2

	Testeret	JUMMARI U	F SERVICE DELIVERY ARRANGEMENTS	
	Answer each question	form and complete one n below, attaching additio the Department of Comm	e for each service listed on page 1, Section III. Use exactly nal pages as necessary. If the contact person for this service (list numity Affairs.	the same service names listed on page ted at the bottom of the page) changes, the
unty: C	Crisp		Service: Parks	
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If not, provide designated contact person(s) and phone number(s) below:

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County:

Instructions:

Crisp

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

Planning & Zoning

1. Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) x One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) City of Cordele and Crisp County Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? 🗌 yes 😠 no If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it. 3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.) Local Government or Authority: Funding Method: Special Service District Revenues Crisp County **General Funds** City of Cordele 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? County will no longer fund with General Funds 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Effective and Ending Dates: **Contracting Parties:** Intergovernmental Agreement for Crisp County, City of Cordele 7/1/99 - current the delivery and payment for Town of Arabi services 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? Crisp County Resolution creating a Special Service District Pat McKnight 7. Person completing form: 276-2672 9-1-99 Phone number: Date completed: 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 If not, provide designated contact person(s) and phone number(s) below:

HIE7	Instructions: Make copies of this fo	and complete or	e for each service listed	VERY ARRANGEMI	e exactly the same service nam	PAGE 2
	Answer each question b should be reported to th	elow, attaching addition	onal pages as necessary. I	If the contact person for this se	rvice (listed at the bottom of the	e page) changes, thi
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None		15 (			

Phone number:

276-2672

9-1-99 Date completed:

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

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

County: Crisp

Instructions:

Service: Road/Bridge Construction and Maintenance

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

Funding Method

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) Crisp County, City of Cordele, Town Of Arabi

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

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

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

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

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

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Crisp County	SPLOST, General Funds; DOT
City of Cordele	SPLOST, General Funds; DOT
Town of Arabi	General Funds; DOT
	- 1. The second s
5.00	

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

No Change

Local Government or Authority:

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:

Intergovernmental Agreement	Crisp County; City of Cordele	8/8/95 - current
between the City of Cordele		
and Crisp County		

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

None

7. Person completing form:

Phone number:

276-2672

Pat McKnight

Date con

\_ Date completed: \_

9-1-99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes no If not, provide designated contact person(s) and phone number(s) below:

		SUMMARY O	<b>SERVICE DELIV</b>	ERY ARRANGEMENT	S PAGE
	Answer each questio	form and complete on n below, attaching additio the Department of Comm	nal pages as necessary. If the	n page 1, Section REE. Use exec the contact person for this service to	tly the same service names listed on pag (listed at the bottom of the page) changes,
inty:	Crisp		Service:	Sanitary Sewage	
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			when will they take e		
None		6 d			
7 Deres	completing form:	Dr. Ja	ck Miller		
7. Person Phone nui		273-3102	Date completed:	9-1-99	
	noer				d local government projects
are consis	tent with the servi	ce delivery strategy?			

Interestes:  Interestes:  Interestes:  Interestes:  Interestes:  Interestes:  Interestes:  Interestes:  Interestes:  Interestes: Interest	RIE		SUMMARY (	OF SERVICE DELI	VERY ARRANGEMEN	ITS	PAGE 2
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If not, provide designated contact person(s) and phone number(s) below:	are consis	tent with the service	e delivery strategy	? 😰 yes 🗌 no		sed local government	rojects

	Instructions:	SUMMARY OF	SERVICE DELI	VERY ARR	ANGE	MENTS		PAGE 2
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identify	the government, as	uthority or organ	ization providing the se	rvice.)	
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Service:

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

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County:

Instructions:

Crisp

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

Tax Appraisal/Assessment

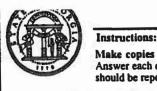
Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Crisp County Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? 🗌 yes 🖾 no If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it. 3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.) Local Government or Authority: Funding Method: General Funds Crisp County 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:** None 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect? None Pat McKnight 7. Person completing form: 9-1-99 276-2672 \_ Date completed: \_ Phone number: 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 If not, provide designated contact person(s) and phone number(s) below:

A C		SUMMARY OF	SERVICE DELIV	ERY ARRANGEM	ENTS	PAGE 2
	Answer each questio	i form and complete one for n below, attaching additional the Department of Commun	pages as necessary. If	on page 1, Section III. Use the contact person for this se	e exactly the same service name rvice (listed at the bottom of the	s listed on page l page) changes, thi
unty:	Crisp		Service:	Tax Collection	L	
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governm provi	nent, authority, o	r other organization that lection of its of	at will provide servi	ice within each service	a <b>service provider, and id</b> area.) City of Corc vides for collectio	lele
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	ompleting form:	Pat McK		×		
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If not, prov	ide designated co	entact person(s) and pho		w:		

SUMMARY	<b>OF SERVICE</b>	DELIVERY	ARRANGEMENTS
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	Answer each question t	orm and complete one for e below, attaching additional pag the Department of Community	es as necessary. If th	a page 1, Section III. Use exactly e contact person for this service (list	the same service names listed on page 1. ted at the bottom of the page) changes, this
ounty:	Crisp	2	Service:	Voter Registration	A/Elections
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		ly in the unincorporated thority or organization			vider. (If this box is checked,
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					<b>e provider, and identify the</b> Crisp County provides
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are consist	ent with the service	Id be contacted by state delivery strategy? X act person(s) and phone	yes 🗌 no	aluating whether proposed I	ocal government projects
	1				

#### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



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

 County:
 Crisp
 Service:
 Water Supply/Treatment

 1. Check the box that best describes the agreed upon delivery arrangement for this service:
 Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)

Funding Method:

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)

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

See attached paper

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ∑ yes □ no

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

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

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

Crisp County	Enterprise Fund; user fees
City of Cordele	Enterprise Fund; user fees
Town of Arabi	Enterprise Fund; user fees

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

Crisp County will convey its water system located within one mile of the City of Cordele to the City.

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:

Intergovernmental Agreement for	Crisp County, City of Cordele	7/1/99 - current
the delivery and payment for	Town of Arabi	
services		
1	factor and the second	

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

None

Local Government or Authority:

7. Person completing form: \_\_\_\_\_ Dr.

Dr. Jack Miller

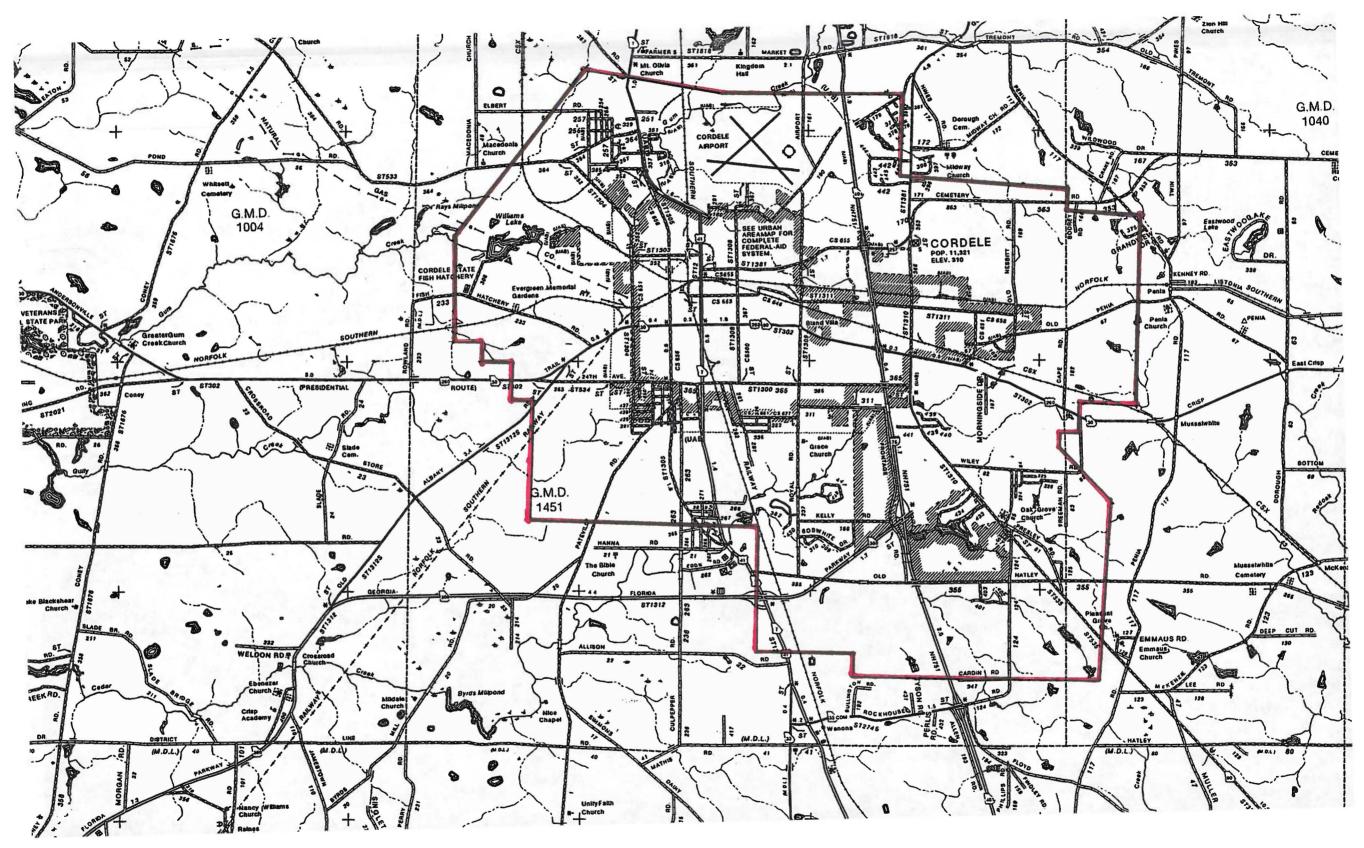
Phone number: 273-3102

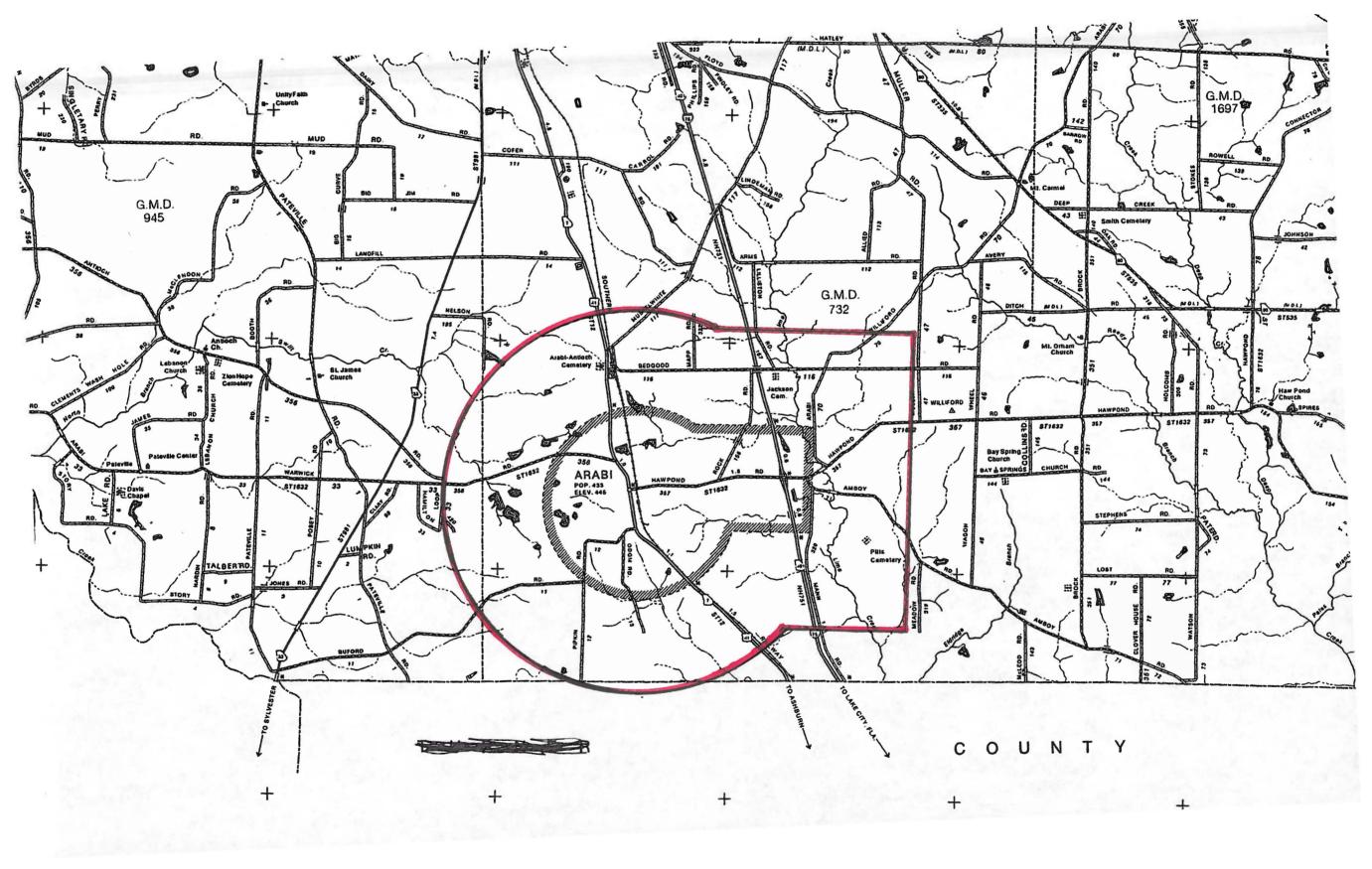
Date completed: 9-1-99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no If not provide designated contact person(s) and phone number(s) below:

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

Town of Arabi provides service within its incorporated boundary and to Crisp County Landfill and the Solid Waste Management Authority of Crisp County, and may provide water services in the unincorporated area of Crisp County located within one (1) mile of its incorporated boundaries; City of Cordele provides water within its incorporated boundary and will provide water services in the unincorporated areas of Crisp County that are within one (1) mile of its incorporated boundaries if the County or owner/developer provides infrastructure; Crisp County provides non-competitive service in unincorporated areas of Crisp County.





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# Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

## County: Crisp

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

None

1. A	
. Check the boxes indicating how these incompatibilities of	r conflicts were addressed:
amendments to existing comprehensive plans	
adoption of a joint comprehensive plan	Note: If the necessary plan amendments, regulations, ordinances,
other measures (amend zoning ordinances,	etc. have not yet been formally adopted, indicate when each of the
add environmental regulations, etc.)	affected local governments will adopt them.
f "other measures" was checked, describe these measures:	
Crisp County entered into Intergovernmen	ocess will vary for different cities in the county, summarize each process. Ital Agreements with each, the City of Cordele and ad Use Dispute Resolution Process. Copies of the
ensure that new extraterritorial water and sewer service will The Town of Arabi provides extra territo County. The City of Cordele will provid	established by local governments (and water and sewer authorities) to Il be consistent with all applicable land use plans and ordinances? Orial water services with the permission of the le extra territorial water and/or sewer services in greement for the delivery and payment for services,
5. Person completing form:James P. McKnight	
	Date completed:9-1-1999

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? 🖾 yes 🗌 no

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

## INTERGOVERNMENTAL AGREEMENT FOR THE DELIVERY AND PAYMENT FOR SERVICES

#### Georgia, Crisp County

1

This Agreement made and entered into effective July 1, 1999, by and between CRISP COUNTY, a political subdivision of the State of Georgia acting through its Board of Commissioners (the "County"); THE CITY OF CORDELE, a municipal corporation organized under the laws of the State of Georgia and acting through the Cordele City Commission; and the TOWN OF ARABI, a municipal corporation organized and existing under the laws of the State of Georgia and City Council.

## WITNESSETH:

WHEREAS, the Parties have undertaken to develop a service delivery strategy pursuant to Georgia Code Annotated § 36-70-20, et seq. (the "Act"); and

WHEREAS, pursuant to O.C.G.A. § 36-70-23, the Parties have identified all local government services presently provided or primarily funded by each general purpose local government and each authority providing services within the County, and a description of the geographic area in which the identified services are provided by each jurisdiction; and

WHEREAS, the Parties have agreed to the assignment of each local government or authority of the geographic areas of the County and a description of any services to be provided by any local government to any geographic area outside of its geographical boundaries, and

WHEREAS, the Parties have agreed to the source of funding for each service identified, and

WHEREAS, the Parties have identified the mechanism to be utilized to facilitate the implementation of the services and funding responsibilities identified; and

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement under the provisions of the Constitution of the State of Georgia, 1983, Article 9, Section 3, Paragraph 1;

NOW THEREFORE, in consideration of mutual benefits flowing among the Parties, the sufficiency of which is acknowledged by all Parties, it is hereby agreed as follows:

# 1. INVENTORY OF SERVICES AND EXISTING AGREEMENTS

The Parties have performed an examination of all services provided by each party and each authority located within Crisp County is required by O.C.G.A. section 36-70-23(1), have assigned which local government or authority will provide such service, including the geographic area of the county in which the services are to be provided and a description of such services outside of the geographic boundaries of any local government; have decided the source of funding for each service identified; have identified the mechanisms to be utilized to facilitate the implementation of the services and funding responsible identified; and have attached hereto the required DCA forms with attachments for the identification and verification of the same.

## 2. ELIMINATION OF DOUBLE TAXATION.

a. The county hereby agrees to create one or more special tax districts for each area of Crisp County where the County provides services which are not provided by the County to all residents of Crisp County including the following:

(1) A tax district comprised of all of Crisp County located outside the corporate limits of the City of Cordele, and the County shall levy an ad valorem tax (the "Special District Tax") upon the property, real and personal, having its tax situs in the Special District to fund the difference between the cost of providing fire protection, planning and zoning, and garbage collection services and the revenues received by the County from the fees, assessments, grants and income generated by such services and the franchise fees and insurance taxes attributable to the tax district, and which tax shall be in addition to the general county ad valorem tax levied upon all property located in Crisp County.

(2) In the event the county is required to subsidize an enterprise fund for services not provided to all residents of Crisp County, the county shall create a tax district comprised only of the area of the residents so served and shall levy a special property tax, assessment, user fee, or other revenue applicable only to such area for the funding of such subsidization.

b. The City of Cordele currently receives funds from the County's Special Purpose Local Option Sales Tax (SPLOST) for the maintenance and construction said city's streets, and therefore acknowledges that there is presently no double taxation issue relative to the County's Public Works and Roads Department funding; but the City of Cordele reserves the right to raise said issue in the future in the event any future SPLOST fails to include comparable funding for said city's streets.

3. DELIVERY OF WATER AND SEWER SERVICES TO UNINCORPORATED AREAS OF THE COUNTY.

The City of Cordele, the Town of Arabi, and the County each provide water services. The City of Cordele provides water services to most of its residents, the town of Arabi provides water services to most of its residents, and the County has established water systems in certain specified areas of the county where it has determined the population density and need exists to justify the economical feasibility of the system. The City of Cordele provides sewer services to most of its residents. Neither the town or Arabi nor the County provides sewer services. In accordance with the goals of the service delivery act, the parties recognize that competition for water customers and/or sewer customers among the City of Cordele and/or the Town of Arabi and the County is neither desirable nor in the best interest of the residents of Crisp County, so long as water and sewer services. Accordingly, the City or Cordele agrees that it will accept residential water and sewer customers (and such non-residential customers as the City Commission may, in its discretion, approve) who are located in the unincorporated areas of Crisp County under the following conditions:

a. The City shall determine that it has existing capacity to accept the customers; and

b. The cost of the construction and installation of the infrastructure necessary to extend the service to said customers shall be paid by the County, through grants or otherwise, or by property owners or developers; and

c. Said extension system shall be built to the specifications of the city engineer; and

d. The systems shall be conveyed to the City; and

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e. The City shall charge the customers an non-arbitrary rate which is based on a cost analysis including debt service and other indirect expenses which are paid from general revenues of the City.

The City of Cordele shall not require annexation of the properties to be served by the extension system.

So long as the City of Cordele accepts the systems as developed by the County, the County shall not develop its own systems within one (1) mile of the corporate limits of the City of Cordele and the City will not extend its systems beyond one (1) mile of its corporate limits without the consent of the County, which shall not be unreasonably withheld.

The Town of Arabi will not extend its water services beyond one (1) mile of its corporate limits except with the consent of the County, which consent shall not be unreasonably withheld.

## 4. NEWTOWN AREA WATER SYSTEM

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As the first application of the above agreement, upon completion and approval by the city engineers, the County will convey to the city of Cordele all water lines, wells, water towers, and associated real estate and easements, pumps and equipment which form the infrastructure of the Newtown water system; and the City of Cordele will own and operate said system and deliver water to customers serviceable to said system. The City of Cordele will assume and pay the remaining debt service existing on said water system in the approximate amount of \$657,000.00 with GEFA. Upon completion of the construction by the county to the specifications of the city engineer and conveyance to the City, the City will own and operate the New Town Sewage System and provide sewage service to the unincorporated residents located in the New Town service area.

## 5. THE CORDELE - CRISP COUNTY LEISURE SERVICES BOARD

Recreation services for Crisp County and Cordele residences have been delivered for the past thirty (30) years by and through a Recreation Department funded jointly by the County and the City of Cordele. After a thorough review of services provided and the funding of said services, and in an effort to eliminate the double taxation issue and provide for a more efficient operation and delivery of said services, the Parties agree as follows:

a. The County shall assume sole administrative operation of the Recreation Department beginning July 1, 1999, but the present shared funding shall continue until July 1, 2000. The employees of the Department shall be subject to the supervision and control of the County effective July 1, 1999, but shall remain payrolled employees of the City of Cordele to the extent necessary to maintain current benefits until such time as they can be transferred to the County without the loss of benefits, or until January 1, 2000, whichever shall first occur.

b. The County will be responsible for total funding and delivery of all recreational services beginning July 1, 2000.

c. All of the equipment and inventory will be conveyed to the County.

d. The parks and facilities shown on attached Exhibit "A" and operated by the Recreation Department located inside the corporate limits of the City of Cordele and owned by the City of Cordele shall be leased to the County for \$1.00 for so long as the same are used and maintained by the County in the delivery of recreational services.

e. The City of Cordele shall convey all of its interest in all property jointly owned by the City of Cordele and the County, and which was purchased or received for recreational purposes, to the County.

f. The recreational facility currently under construction will be annexed into the City of Cordele, and the City of Cordele will pay to the County the sum of \$150,000.00 toward the construction of the Fifth Street extension.

## 6. E-911 SYSTEM

The City of Cordele and the County have shared the expense of operating the County's E-911 system. As part of the negotiation of the issues raised by House Bill 489 and in furtherance of the double taxation negotiations, the City of Cordele and Crisp County hereby enter into the following Agreement concerning the E-911 system, which shall supersede all existing agreements:

a. The County is providing Enhanced-911 services for the residence of Crisp County, Georgia, the system has provided certain City dispatching functions as part of its operation which are described as follows: The dispatching of services for the Cordele Police Department and the Cordele Fire Department, and emergency gas, water and sewage dispatching services exclusive of normal City working periods.

b. The County shall provide said services for a three (3) year period beginning July 1, 1999, provided the City shall pay to the County the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) annually to the County as an all inclusive fee for all operation and service cost at the present level of service and using the current equipment for delivery, but not including any additional cost related to modified service requested by the City or necessitated by changed operations of the City departments and costs that are associated with changes in operating methods or systems when such costs are peculiar to the City. After said three (3) year period, the Contract may be continued by the Parties on a year to year basis, with the annual fee to be adjusted upward or downward based on future agreements among the Parties reflecting an analysis of cost in providing said dispatching services. Any adjustment in the future price shall be given in writing before January 1.

c. Nothing in this agreement shall prohibit the City of Cordele from providing their own E-911 system should the parties not reach future agreement.

### 7. MAIN STREET AND LIBRARY PROJECTS

The City of Cordele hereby agrees that, effective July 1, 1999, the City of Cordele shall be solely responsible for the funding, operation and control of the Main Street Project and the Cordele-Carnegie Library.

# 8. COUNTY SERVICES TO THE TOWN OF ARABI

The County may provide, pursuant to Intergovernmental Contracts with the Town of Arabi, law enforcement, fire protection, or other enhanced services on a cost reimbursement basis.

This Agreement does hereby supersede, and make null and void, any and all Agreements between the Parties pertaining to the subject matters contained herein.

In witness whereof, the parties have caused this Contract to be executed by their duly authorized officials, under seal, on the day and year first above written.

# **CRISP COUNTY, GEORGIA**

an

ounty Administ

**CITY OF CORDELE** 

By: Chairman, Cris ounty Board of Commissioners Attest:

[Official Seal]

[Official Seal

By: man, Cordele City Commission

Attest City Clerk

**TOWN OF ARABI** By Mayor

N.L. Attest: City

[Official Seal]

Page 6 of 6

# LEGAL DESCRIPTIONS OF CITY PARKS

(All of the following property will be leased to Crisp County and will be subject to the terms of the lease)

#### NORTHWEST PARK

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All of City Lot Numbers 15, 16, 17, 18, 19, and 20 in Block 85, as the same are shown on the Official Map of Survey of the City of Cordele, Crisp County, Georgia.

### PROJECT PARK

All of City Lot Numbers 7, 8, 9, and 10 in Block 215, as the same are shown on the Official Map of Survey of the City of Cordele, Crisp County, Georgia.

### HARMON PARK

All of City Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, in Block 57, City of Cordele, Crisp County, Georgia, as the same appear upon the Official Map of Survey of said City of Cordele, Georgia.

### TURNER PARK

The whole of City Block Numbers Two Hundred Twelve (212) and Two Hundred Thirty-Two (232) in the City of Cordele, Crisp County, Georgia, as the same are designated and shown on the Official Map of Survey of said City.

#### BALL PARK

All of Block Number Three Hundred Sixty-Two (362) in the City of Cordele, Crisp County, Georgia, less and except the Georgia National Guard Armory property, and the City Artesian Well and structure with reasonable ingress and egress thereto and therefrom, as the same appear upon the Official Map of Survey of the City of Cordele, Georgia, together with all improvements not heretofore mentioned located upon said property. The City reserves an easement around said artesian well and structure as may be necessary to repair, maintain, and perform all functions it may determine necessary in connection with the same.

### BRITT WILLIAMS PARK

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A tract of land in one body in Lot of Land Number Two Hundred Forty-eight (248) in the Tenth (10<sup>th</sup>) Land District of Crisp County, Georgia, containing Eighteen and Three-Tenths (18.3) acres when included in the calculation is the public street known as Fifteenth Avenue, East, extension, together with its southern-most right of way line, but said tract containing about Sixteen and Seven-Tenths (16.7) acres of said extension of Fifteenth Avenue, East is excluded from the calculation, and said tract hereby conveyed being described as follows:

Beginning at an iron stake, which marks the Southwest corner of the tract herein conveyed, which beginning point may always be found by starting at the center of the intersection of "A" Street and Fifteenth Avenue and proceeding thence Five Hundred Twenty-five (525) feet North 87° 55' East along the center line of Fifteenth Avenue to its intersection with the center of "B" Street, and proceeding thence Thirty (30) feet South 2° 05' East, and thence Twenty-five (25) feet North 87° 55' East to said point of beginning.

Now, proceed thence One Thousand Eighty-nine and Five-Tenths (1089.5) feet North 87° 55' East along the Southern right of way line of Fifteenth Avenue extension to an iron stake which marks the Western right of way line of a County road which road is a Land District road between the Tenth (10<sup>th</sup>) and Eleventh (11<sup>th</sup>) Land District of said County; proceed thence Five Hundred Sixty-five and Four-Tenths (565.4) feet North 0° 20' East along said Western right of way line to an iron stake which marks the Southern right of way line of the Atlantic Coast Line Railroad; proceed thence One Thousand One Hundred Twenty and Seven-Tenths (1120.7) feet North 74° 32' West along said railroad right of way line to an iron stake; proceeding thence Four Hundred Seventy-two and Six-Tenths (472.6) feet South 2° 05' East to an iron stake which marks the center line of Fourteenth Avenue (extended); proceed thence Forty-five (45) feet South 87° 55' West along said center line to an iron stake which marks the Eastern right of way line of "B" Street; proceed thence Four Hundred Thirty (430) feet South 2° 05' East along said right of way line to the point of beginning.

Above description is taken from a plat by Wm. A. Pryor dated December 11, 1951.

Said described property is the same as that conveyed December 18, 1951, by Mrs. Stella G. Williams to City of Cordele, by deed recorded in the Public Records of Crisp County, Georgia, in Deed Book 47 at Page 597.

The Little League Complex is reserved by the City of Cordele

Said described property is also the same as that shown as parcel or block 761 on the Official Map of Survey of the City of Cordele, Crisp County, Georgia.

#### NINETEENTH AVENUE WELL PARK

All and singular the property having dimensions: One Hundred Sixty One (161) feet North and South, two hundred forty-three and two-tenths (243.2) feet East and West along the Southerly side

of Nineteenth (19<sup>th</sup>) Avenue East, and two hundred forty-six and nine-tenths (246.9) feet East and West along the Northerly side of an un-named alley, situate at the Southeast intersection of Nineteenth (19<sup>th</sup>) Avenue, East and Second (2<sup>nd</sup>) Street, in the City of Cordele, Crisp County, Georgia, bounded on the North by the Southerly side of Nineteenth (19<sup>th</sup>) Avenue, on the West by the Easterly side of Second (2<sup>nd</sup>) Street, on the South by an un-named alley, and on the East by the property of John T. Garrett; the within described property being further identified as comprising the whole of Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5) and a Strip seventeen (17) feet in width off the West side of Lot Number Six (6) of and in Block Number Three Hundred Seventy-two (372), as the same is delineated, marked and shown on the registered map and survey of said City of Cordele. This being the same property conveyed by deed dated July 2, 1908, from R. T. George, to W. F. George, recorded July 9, 1908, in Book 2, Page 304, Clerk's Office, Crisp Superior Court.

Said described property is the same property described in warranty deed dated April 13, 1948, from Mrs. Ludie Boulware to City of Cordele, Recorded in the Public Records of Crisp County, Georgia, in Deed Book 40 at Pages 253-254. Located upon said property is a City Artesian Well and structure. The City reserves an easement around said well and structure as may be necessary to repair, maintain, and perform all functions it may determine necessary in connection with the same, as well as the right of ingress and egress thereto and therefrom.

# REID PARK

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All that tract or parcel of land being Lot Three (3) in Block Six Hundred Sixty Five (665), lying in Land Lots 215 and 216, 10th District, in the City of Cordele, Crisp County, Georgia, and more particularly described as the point of beginning at the South right-of-way of Seaboard Coast Line Railroad with the West right-of-way of 13th Street; thence Southeasterly, South 1 degree, 42 minutes, 03 seconds East, a distance of 0.12 feet to an iron pin; thence Westerly, South 88 degrees, 19 minutes, 59 seconds West, a distance of 100.00 feet to an iron pin; then Southerly, South 1 degree, 42 minutes, 03 seconds East, a distance of 173.48 feet to an iron pin; thence Northwesterly along the Northern right-of-way of Jones Avenue, a distance of 177.25 feet along a curve, chord of said curve having a bearing of North 84 degrees, 05 minutes, 33 seconds West, and a chord length of 176.73 feet, to an iron pin; thence Westerly, South 88 degrees, 17 minutes, 24 seconds West, along the Northern right-of-way of Jones Avenue, a distance of 582.72 feet to an iron pin; thence Northwesterly along a 20.00 feet radius curve, a distance of 31.44 feet, chord of said curve having a bearing of North 46 degrees, 40 minutes, 15 seconds West, and a chord length of 28.30 feet to an iron pin; thence Northerly along the Eastern right-of-way of 15th Street, North 1 degree, 38 minutes, 00 seconds West, a distance of 369.13 feet to an iron pin; thence Easterly, North 88 degrees, 18 minutes 24 seconds East, a distance of 484.68 feet to an iron pin; thence Southeasterly along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 12 minutes, 12 seconds East, a distance of 16.82 feet to an iron pin; thence Southeasterly, along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 04 minutes, 26 seconds East, a distance of 100.00 feet to an iron pin; thence Southeasterly, along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 37 minutes, 52 seconds East, a distance of 100.00 feet to an iron pin; thence Southeasterly, along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 19 minutes, 47 seconds East, a distance of 100.00 feet to an iron pin; thence Southeasterly along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 35 minutes, 51 seconds East, a distance of 100.00 feet to an iron pin; thence Southeasterly along the Southern right-of-way of Seaboard Coast Line Railroad, South 60 degrees, 21 minutes, 59 seconds East, a distance of 42.89 feet to an iron pin with said iron pin being point of beginning.

Subject to a Crisp County Power Commission Transmission Line Easement; and subject to City of Cordele Utility Easements all designated on the herein mentioned Subdivision Plat.

The property described above is shown and designated on the Subdivision Plat, A. S. Clerk Urban Renewal Area, Project No. Ga. R-86, prepared by Keck and Wood, Inc., dated December 11, 1970, with final revision on January 5, 1972, consisting of five (5) pages, recorded in Deed Book 95, Page 366, in the Office of the Clerk of Crisp Superior Court, Crisp County, Georgia.

LESS AND EXCEPT: All that certain 0.235 acre tract located in Land Lot Number Two Hundred Sixteen (216), Tenth (10th) Land District, Crisp County, Georgia, within the City Limits of said City, described as commencing 0.12 feet from the intersection of the West right-of-way margin of Thirteenth (13<sup>th</sup>) Street with the South right-of-way margin of Seaboard Coast Line Railroad Company at a point marked by an iron pin, said distance of 0.12 feet being measured on a course of S 1° 42' 03" E from such intersection, proceeding thence S 88° 19' 59" W 100 feet to a point marked by an iron pin; proceed thence S1° 42' 03" E 173.48 feet to an iron pin located on the North right-ofway margin of Jones Avenue; proceed thence along said North right-of-way margin of Jones Avenue 30.92 feet as measured on the arc of a chord having a length of 30.91 feet and a course of N 77° 48' 13" W to a point marked by an iron pin; proceed thence N 1° 42' 3" W 244.76 feet to a point located on the said South right-of-way line of Seaboard Coast Line Railroad Company, marked by an iron pin; proceed thence S 60° 19' 47" E, 9.09 feet to a point marked by an iron pin; proceed thence S 60° 35' 51" E, 100 feet to a point marked by an iron pin; proceed thence S 60° 21' 59" E, 42.89 feet to a point marked by an iron pin; proceed thence S 1° 42' 3" E, 0.12 feet to the point of beginning of lands herein described, said tract being the same 0.235 acre tract described on that certain plat of the City of Cordele, Engineering Department prepared February 10, 1977, by C. F. Gilbert, Georgia Registered land surveyor Number 1470, recorded in the Public Records of Crisp County, Georgia, in Plat Record No. 1, Page 168, which said plat is expressly adopted as a part hereof in aid of description and for all other legal purposes.

#### WEST SIDE POOL PARK

All of City Lot Numbers One (1), Two (2), Three (3), Four (4) in Block One Hundred Ninety-One (191) in the City of Cordele, Crisp County, Georgia, as designated and shown on the Official Map of Survey of said City of Cordele.

#### COMER POOL PARK

All of City Lots One (1), Two (2), Three (3) and the West one-half (W<sup>1</sup>/<sub>2</sub>) of City Lot Four (4), Block

Fifty-Three (53), City of Cordele, Crisp County, Georgia, as the same are shown and designated on the Official Map of Survey for said City.

# DR. P. L. WILLIAMS, JR. PARK

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All those tracts or parcels of land designated at City Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 267 in the City of Cordele according to official map of survey of said City, being the same property conveyed by deed recorded in Deed Book 116, page 88 of the records of the Clerk of Superior Court of Crisp County, Georgia and being the same property as subject to an "Action To Quiet Title" which final judgment and decree is recorded in Deed Book 118, page 588, records aforesaid.

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into on this  $\underline{9}^{th}$  day of June, 1998, by and between CRISP COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereafter, the "County"), and the CITY OF CORDELE, a Georgia municipality acting through its City Commission (hereafter, the "City").

#### WITNESSETH:

WHEREAS the County and City have reviewed the requirements of O.C.G.A. §36-70-20, et. seq. (hereafter, "HB489") in dealing with the resolution of land use classification disputes; and

WHEREAS the County and the City have worked out this agreement in fulfillment of the requirements of O.C.G.A. \$36-70-24(4)(C); and

NOW THEREFORE, the County and the City do hereby agree to the following process in the fulfillment of the requirements of HB489.

1. <u>Dispute Process for Annexation Issues.</u> The City and the County hereby agree to implement the following process, effective July 1, 1998, for resolving land use classification disputes when the County objects to the proposed land use of property to be annexed by the City.

- a. Prior to initiating any formal annexation activities, and within five (5) working days of receipt of any request for annexation, the City will notify the County by certified mail of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) of the property upon annexation.
- b. Within fourteen (14) calendar days following receipt of the above information, the County will mail or hand deliver to the City a statement either: (i) indicating that the County has no objection to the proposed land use for the property; or (ii) describing its bona fide objection(s), as defined in O.C.G.A. §36-36-11(a), 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);

c. 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.

d. If the County notifies the City that it is has a bona fide land use classification objection, the City will respond to the County in writing within fourteen (14) calendar days of receiving the County's objection(s) by:

i. agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); or

ii. agreeing with the County and stopping action on the proposed annexation; or

- iii. disagreeing that the County's objection(s) are bona fide, as defined in O.C.G.A. §36-36-11(a), and notifying the County that the City will, within thirty (30) days, seek a declaratory judgment in court; or
- iv. initiating a 30-day (maximum) mediation process to discuss possible compromises.
- e. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation. If mediation shall fail to result in an agreement, the City may pursue the declaratory judgment remedy set forth in subparagraph d.iii., above, within thirty (30) days of the mediation hearing.
- f. If the City and County reach agreement as described in step d.i. or as a result of the mediation, the parties will draft an annexation agreement for execution by the City and County governing authorities and the property owner(s).

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g. 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).

2. <u>Term of Agreement.</u> This Agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law; provided, however, in the event that HB489 is repealed, significantly modified, or declared unconstitutional or void by any court, this Agreement may be terminated by either party hereto.

3. <u>Severability.</u> If any provision of this Agreement is held to be unenforceable or unconscionable, the remainder of the Agreement shall be enforced without such provision.

4. <u>Notices</u>. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, certified mail, return receipt requested, to the following addresses:

To the City:

To the County:

Cordele City Commission 501 North 7th Street Cordele, Georgia 31015

Board of Commissioners of Crisp County Room 303, Crisp County Courthouse Cordele, Georgia 31015

5. <u>Headings</u>. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the County and the City with respect to the matters specified, and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on the County or the City unless it shall be in writing and signed by the authorized representative of both parties.

7. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

8. <u>No Waiver of Remedies.</u> In no event shall the mediation process prohibit any aggrieved person, applicant/owner, legal entity, or party from pursuing other legal remedies for rezoning issues as provided by Georgia or United States law.

9. <u>Duplicate Originals</u>. The governing bodies of the County and the City have duly authorized duplicate originals of this Agreement to be executed under seal by the duly authorized representatives of the governing bodies effective the day and year first above written, each of which duplicate originals containing original signatures and the respective seals of the parties shall be considered an original by the parties hereto, their successors and assigns, and each of which shall be fully enforceable, including without limitation the tendering thereof into evidence in a court of law or equity, without accounting for any other of said duplicate originals.

IN WITNESS WHEREOF, the undersigned, acting pursuant to proper authority have signed, sealed, and delivered these presents and have caused an original thereof to be spread upon the minutes of each respective party.

> BOARD OF COMMISSIONERS OF CRISP COUNTY

Attest: Jams My

CITY COMMISSION OF THE CITY OF CORDELE

erson

[OFFICIAL SEAL]

[OFFICIAL SEAL]

4

(Assistant)

Attest:

#### INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into effective on the 1st day of July, 1998, by and between CRISP COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereafter, the "County"), and the TOWN OF ARABI, a Georgia municipality acting through its City Commission (hereafter, the "City").

#### WITNESSETH:

WHEREAS the County and City have reviewed the requirements of O.C.G.A. §36-70-20, et. seq. (hereafter, "HB489") in dealing with the resolution of land use classification disputes; and

WHEREAS the County and the City have worked out this agreement in fulfillment of the requirements of O.C.G.A. §36-70-24(4)(C); and

NOW THEREFORE, the County and the City do hereby agree to the following process in the fulfillment of the requirements of HB489.

1. <u>Dispute Process for Annexation Issues.</u> The City and the County hereby agree to implement the following process, effective upon adoption, for resolving land use classification disputes when the County objects to the proposed land use of property to be annexed by the City.

- a. Prior to initiating any formal annexation activities, and within five (5) working days of receipt of any request for annexation, the City will notify the County by certified mail of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) of the property upon annexation.
- b. Within fourteen (14) calendar days following receipt of the above information, the County will mail or hand deliver to the City a statement either: (i) indicating that the County has no objection to the proposed land use for the property; or (ii) describing its bona fide objection(s), as defined in O.C.G.A. §36-36-11(a), 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);

c. 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.

d. If the County notifies the City that it is has a bona fide land use classification objection, the City will respond to the County in writing within fourteen (14) calendar days of receiving the County's objection(s) by:

i. agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); or

ii. agreeing with the County and stopping action on the proposed annexation; or

- iii. disagreeing that the County's objection(s) are bona fide, as defined in O.C.G.A. \$36-36-11(a), and notifying the County that the City will, within thirty (30) days, seek a declaratory judgment in court; or
- iv. initiating a 30-day (maximum) mediation process to discuss possible compromises.
- e. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation. If mediation shall fail to result in an agreement, the City may pursue the declaratory judgment remedy set forth in subparagraph d.iii., above, within thirty (30) days of the mediation hearing.
- f. If the City and County reach agreement as described in step d.i. or as a result of the mediation, the parties will draft an annexation agreement for execution by the City and County governing authorities and the property owner(s).

g. 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).

2. <u>Term of Agreement.</u> This Agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law; provided, however, in the event that HB489 is repealed, significantly modified, or declared unconstitutional or void by any court, this Agreement may be terminated by either party hereto.

3. <u>Severability.</u> If any provision of this Agreement is held to be unenforceable or unconscionable, the remainder of the Agreement shall be enforced without such provision.

4. <u>Notices</u>. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, certified mail, return receipt requested, to the following addresses:

To the City:

Mayor, Town of Arabi P. O. Box 177 Arabi, Georgia 31712

To the County:

Board of Commissioners of Crisp County Room 303, Crisp County Courthouse Cordele, Georgia 31015

5. <u>Headings</u>. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the County and the City with respect to the matters specified, and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on the County or the City unless it shall be in writing and signed by the authorized representative of both parties.

7. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

8. <u>No Waiver of Remedies.</u> In no event shall the mediation process prohibit any aggrieved person, applicant/owner, legal entity, or party from pursuing other legal remedies for rezoning issues as provided by Georgia or United States law.

9. <u>Duplicate Originals</u>. The governing bodies of the County and the City have duly authorized duplicate originals of this Agreement to be executed under seal by the duly authorized representatives of the governing bodies effective the day and year first above written, each of which duplicate originals containing original signatures and the respective seals of the parties shall be considered an original by the parties hereto, their successors and assigns, and each of which shall be fully enforceable, including without limitation the tendering thereof into evidence in a court of law or equity, without accounting for any other of said duplicate originals.

IN WITNESS WHEREOF, the undersigned, acting pursuant to proper authority have signed, sealed, and delivered these presents and have caused an original thereof to be spread upon the minutes of each respective party.

> BOARD OF COMMISSIONERS OF CRISP COUNTY

ifperson

[OFFICIAL SEAL]

Attest Adminis

TOWN OF ARABI Mayor

Attest: Assistant) Clerk

[OFFICIAL SEAL]

