



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR Lee COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS

1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
5. Complete one copy of the Summary of Land Use Agreements form (page 3).
6. Have the Certifications form (page 4) signed by the authorized representatives of participating local governments. Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
 Office of Coordinated Planning
 60 Executive Park South, N.E.
 Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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.

- Lee County Board of Commissioners
- Lee County Utility Authority
- Development Authority of Lee County
- City of Leesburg
- City of Smithville

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.

- | | |
|--|---|
| Probate and Superior Court Services | Curbside Solid Waste Collection |
| Magistrate Court Services | Curbside Inert Waste Collection |
| Tax Assessments | Utility Billing (water, sewer, garbage, streetlights) |
| Tax Collections- Auto and Mobile Homes | Alcohol License Issuance |
| Tax Collections- Property | Business License Issuance |
| Law Enforcement (Sheriff) | Elections |
| Jail Facility | Welfare Services (DFACS) |
| Coroner Services | Library |
| Indigent Legal Defense | Health/ Mental Health |
| Voter Registration | Agriculture Extension Service |
| Animal Control | Chamber of Commerce |
| Code Enforcement | Senior Citizens Center |
| Road and ROW Maintenance | Water Treatment and Distribution |
| Storm Water Management | Wastewater Treatment |
| Fire Services and Emergency Mgmt. | Economic Development Services |
| E-911 Emergency Communications | Law Enforcement (City Police) |
| Planning and Zoning Services | Municipal Court |
| Building Inspections | Cemetery Maintenance |
| Parks and Recreation | |
| Emergency Medical Services | |
| Inert Waste Landfill Services | |
| Road Paving and Resurfacing | |
| Driveway Pipe Installation | |
| Mosquito Spraying | |



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee Service: Probate and Superior Court Services

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.) Lee County BOC through Probate and Superior Court
 - 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 756-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Lee Service: Magistrate Court Services

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.) Lee County BOC through Magistrate Court
 - 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:
Lee County BOC	General Fund

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:
N/A		

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?
- N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



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

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: Lee Service: Tax Assessments

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.) Lee County BOC through The Board of Tax Assessors
- 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
Lee County BOC	General Fund

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

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:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee Service: Tax Collection Auto and Mobile Home

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.) Lee County BOC through the elected Tax Commissioner
 - 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



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County: Lee Service: Tax Collection- Property

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.)
Lee County BOC through the elected Tax Commissioner, City of Leesburg, City of Smithville
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>
<u>City of Leesburg</u>	<u>General Fund</u>
<u>City of Smithville</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Donall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee Service: Law Enforcement (Sheriff)

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.) Lee County BOC through the elected Sheriff
 - 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).
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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:
Lee County BOC	General Fund

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:
N/A		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

Service Delivery Strategy

Lee County
Law Enforcement (Sheriff)

Explanation for Continuing the Arrangement

Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and water treatment and distribution.

Service Delivery Strategy Solution #5: The Lee County Sheriff's Office provides law enforcement services to the entire county including the two cities. However, the two cities have their own police departments which patrol each cities' corporate limits but not the unincorporated areas. Therefore, the Sheriff's Office has an overlapping service area but the city police departments do not. This situation is not considered a duplication of services because the cities' police departments provide a higher level of law enforcement services within the city limits than the county can provide.



SERVICE DELIVERY STRATEGY
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County: Lee

Service: Jail Facility

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.) Lee County BOC through the Elected Sheriff
- 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.)

Taxal Government or Authority:	Funding Method:
<u>Lee County BOC</u>	<u>General Fund</u>

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
 Before the strategy, The Lee County Sheriff's office charged the Cities a per diem for each of their inmates. Now after the strategy, no per diem charges will be issued against the Cities.

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:
<u>See Legal Mechanisms j. and k.</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



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County: Lee Service: Coroner Services

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.) Lee County BOC through the elected Coroner
 - 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.D.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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
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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:
N/A



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County: Lee

Service: Indigent Legal Defense

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: MAY 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Voter Registration

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.) Lee County BOC through the Board of Elections and Registration.
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

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County: Lee

Service: Animal Control

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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



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

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: Lee

Service: Code 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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Lee

Service: Road and ROW Maintenance

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.)
Lee County BOC, City of Leesburg, City of Smithville
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>
<u>City of Smithville</u>	<u>General Fund</u>
<u>City of Leesburg</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A

Service Delivery Strategy

Lee County Road and ROW Maintenance

Explanation for Continuing the Arrangement

Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), **road and ROW maintenance**, and water treatment and distribution.

Service Delivery Strategy Solution #5: Lee County Board of Commissioners provides road and ROW maintenance for all roads within the unincorporated areas of the county. The two cities (Leesburg and Smithville) also provide road and ROW maintenance for all the roads within their corporate limits. However, the county also maintains city roads on an as-needed basis because the cities do not have the equipment the county has. Therefore, the overlapping service area has overriding benefits.



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

Instructions:

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County: Lee

Service: Storm Water Management

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.) Lee County BOC
 - 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
<u>Lee County BOC</u>	<u>General Fund</u>

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
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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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: Lee

Service: Fire Services and Emergency Mgmt.

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>Insurance Premium Tax</u>

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
 Previously, the City of Leesburg, and the City of Smithville owned their own fire trucks and allowed the County Fire Department to use them. Now, after the strategy, the two cities will give their two fire trucks to the county to use in the county-wide fire department.

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:
<u>See Legal Mechanisms II and I</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY

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County: Lee Service: E-911 Emergency Communications

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.) Lee County BOC through the elected Sheriff's office.
 - 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:
<u>Lee County BOC</u>	<u>General Fund and Special Revenue Funds (ie \$1.50 and \$1.00 surcharge)</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Lee

Service: Planning and Zoning Services

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>General Fund and User Fees</u>

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:
<u>N/A</u>		

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?
See Legal Mechanisms A, B, C, and D.

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Lee

Service: Building Inspection

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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>General Fund and User Fees</u>

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:
<u>N/A</u>		

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?

See Legal Mechanisms A and B

7. Person completing form: KANDALL DOWLING, County Administrator

Phone number: (912) 759-6000

Date completed: May 26, 1999

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

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

N/A



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

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: Lee

Service: Parks and Recreation

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>General Fund and User fees</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000

Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee Service: Emergency Medical Services

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.) Lee County BOC
 - 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).

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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:
Lee County BOC	General Fund and User fees

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

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
N/A		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee Service: Inert Waste Landfill Services

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>General Fund and User fees</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee

Service: Road Paving and Resurfacing

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.) Lee County BOC
 - 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:
<u>Lee County BOC</u>	<u>SPLOST Funds</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowing, County Administrator
 Phone number: (912) 759-6000 Date completed: MAY 26, 1999

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

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

N/A



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

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County: Lee

Service: Driveway Pipe Installation

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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>User Fees</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000

Date completed: May 26, 1999

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

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

N/A



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

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County: Lee Service: Mosquito Spraying

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.)
Lee County BOC, City of Leesburg, City of Smithville
 - 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:
Lee County BOC	General Fund
City of Leesburg	General Fund
City of Smithville	General Fund

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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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: Lee Service: Curbside Solid Waste Collection

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.)
Lee County BOC, City of Leesburg, City of Smithville
 - 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:
Lee County BOC	User Fees
City of Leesburg	User Fees
City of Smithville	User Fees

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

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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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: Lee Service: Curbside Inert Waste Collection

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.) Lee County BOC
 - 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.)
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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:
Lee County BOC	User Fees

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

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
N/A		

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?
- N/A

7. Person completing form: Randall Downing, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Utility Billing (water, sewage, garbage, streetlights)

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.)
Lee County BOC, City of Leesburg, City of Smithville
 - 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:
Lee County BOC	User Fees
City of Leesburg	User Fees
City of Smithville	User Fees

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

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

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County: Lee Service: Alcohol Licenses Issuance

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.)
Lee County BOC, City of Leesburg, City of Smithville
 - 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:
Lee County BOC	User Fees
City of Leesburg	User Fees
City of Smithville	User Fees

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

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Business License Issuance

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.)
Lee County BOC, City of Leesburg, City of Smithville
- 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:
<u>Lee County BOC</u>	<u>User Fees</u>
<u>City of Leesburg</u>	<u>User Fees</u>
<u>City of Smithville</u>	<u>User Fees</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee Service: Elections

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.) Lee County BOC through the Board of Elections and Registration
- 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:
Lee County BOC	General Fund and Reimbursement from the cities
City of Leesburg	General Fund
City of Smithville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
Before the strategy, the Lee County Board of Elections conducted all unincorporated area elections and the City of Smithville elections on a cost reimbursement basis. Now after the strategy, Lee County combined its Board of Elections and its Board of Registrars together and the new board, The Board of Elections and Registration will conduct all unincorporated area elections, as well as the City of Leesburg and The City of Smithville elections.

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:
See Legal Mechanisms F and G		

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?

See Legal Mechanism E

7. Person completing form: Randall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



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

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: Lee Service: Welfare Services (DEACS)

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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Library

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.) Lee County Library Board
- 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(f)), 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:
Lee County BOC	General Fund
City of Leesburg	General Fund
City of Smithville	General Fund

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:
N/A		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Health/ Mental Health Services

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.) Lee County Health Dept.
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?
N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: Lee Service: Agriculture Extension Service

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.) Lee County Extension 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.)

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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

N/A



SERVICE DELIVERY STRATEGY
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County: Lee Service: Chamber of Commerce

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.) Lee County Chamber of Commerce
- 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:
<u>Lee County 80C</u>	<u>General Fund</u>
<u>City of Leesburg</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator
 Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Lee

Service: Senior Citizens Center

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.) RS "BOB" Boonie Senior Center and The SW Georgia council
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>
<u>City of Leesburg</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



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

Instructions:

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County: Lee Service: Water Treatment and Distribution

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.)

Lee County Utility Authority, City of Leesburg, City of Smithville

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:

<u>Lee Co. Utility Authority</u>	<u>General Fund transfer in, Debt, and User Fees</u>
<u>City of Leesburg</u>	<u>User Fees</u>
<u>City of Smithville</u>	<u>User Fees</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A

Service Delivery Strategy

Lee County Water Treatment and Distribution

Explanation for Continuing the Arrangement

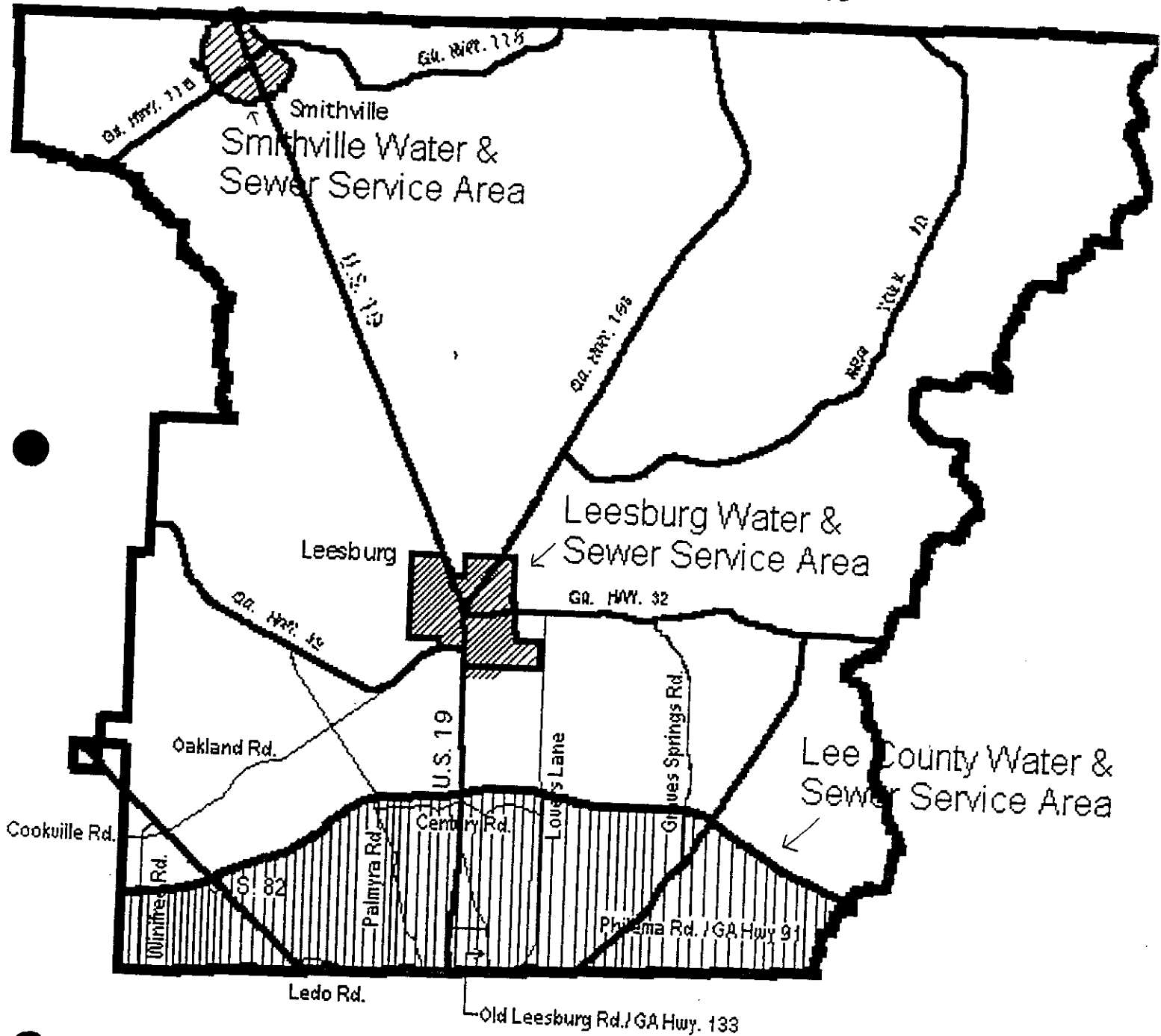
Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and **water treatment and distribution**.

Service Delivery Strategy Solution #5: The City of Leesburg provides water treatment and distribution to its city residents and a limited number of unincorporated area residents. The city serves an area outside the city limits with water service because the county is not able to serve that area at this time. Therefore, the overlapping service area has overriding benefits (see attached map).

Service Delivery Strategy Issue #2: The City of Leesburg charges higher water rates to the unincorporated area citizens.

Service Delivery Strategy Solution #2: Lee County and City of Leesburg officials have reviewed the water rates charged to the unincorporated area citizens by the city and have determined that the rates are not arbitrarily higher than the fees charged to the customers receiving such services who are located within the city limits.

Lee County, Leesburg, & Smithville Water & Sewer Service Areas





SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Wastewater 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.)
- 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.)
Lee County Utility Authority, City of Leesburg, City of Smithville
- 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.O.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:
Lee County Utility Authority	General Fund transfer in Debt, and User Fees
City of Leesburg	User Fees
City of Smithville	User Fees

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

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000

Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Economic Development Services

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.) Lee County BOC
- 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:
<u>Lee County BOC</u>	<u>General Fund</u>

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee

Service: Law Enforcement(City Police)

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.)
City of Leesburg, City of Smithville
- 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:

City of Leesburg	General Fund
City of Smithville	General Fund

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:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee Service: Municipal Court

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.)
City of Leesburg, City of Smithville
- 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.D.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:
City of Leesburg	General Fund
City of Smithville	General Fund

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:
<u>N/A</u>		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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: Lee Service: Cemetery Maintenance

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.)
City of Leesburg, City of Smithville
- 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:
City of Leesburg	General Fund
City of Smithville	General Fund

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:
N/A		

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?

N/A

7. Person completing form: Randall Dowling, County Administrator

Phone number: (912) 759-6000 Date completed: May 26, 1999

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

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

N/A



SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS

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: Lee

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

No incompatibilities or conflicts between the land use plans of Lee County, Leesburg, and Smithville were identified while developing the service strategy. There are some minor differences between the zoning, subdivision, and land development ordinances of the three jurisdictions. These differences include different zoning district names between jurisdictions even though the purpose of the districts are essentially the same, and different administrative procedures for subdividing land and other similar items.

RECEIVED
AUG 31 P.M.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan (to be done)
- other measures (amend zoning ordinances, add environmental regulations, etc.)

Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

If "other measures" was checked, describe these measures:

Amending zoning, subdivision, and Land Development ordinances to be standardized county wide by December 31, 1999.

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

See Legal mechanism D

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

At this time, Leesburg, Smithville, and Lee county do not plan to engage in extraterritorial water and sewer service expansions. Any extension of water and/or sewer lines beyond a jurisdiction boundary must first be requested by the receiving jurisdiction.

5. Person completing form: Randall Dowling, County Administrator
Phone number: (912) 759-6000 Date completed: May 26, 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:

N/A



SERVICE DELIVERY STRATEGY CERTIFICATIONS

Instructions:
This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorizes providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR Lee COUNTY

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

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

SIGNATURE:	NAME: <small>(Please print or type)</small>	TITLE:	JURISDICTION:	DATE:
	John L. Leach III	Chairman	Lee County BOC	5-26-99
	R.S. Boney	Mayor	City of Leesburg	5-26-99
	Jack Smith	Mayor	City of Smithville	5-26-99

LEE COUNTY BOARD OF COMMISSIONERS

John L. Leach, III, Chairman
James Mays, Vice-Chairman
Cynthia Hunkele, Commissioner
Billy Mathis, Commissioner
Jackie McCorkle, Commissioner

Randall G. Dowling, County Administrator
Terri Lovell, County Clerk
Jimmy Skipper, County Attorney

CITY OF LEESBURG

R.S. Boney, Mayor
J.C. Henderson, Mayor Pro tem
Bob Wilson, Council Member
Sidney Johnson, Council Member
Morris Leverett, Council Member
Debra Long, Council Member
Jim Quinn, Council Member

Cathrine Spillers, City Clerk
Bill Cannon, City Attorney

CITY OF SMITHVILLE

Jack Smith, Mayor
Andy Hopkins, Council Member
Raymond Williams, Council Member
Vincent Cutts, Council Member
Patricia Britt, Council Member

Denise Bell, City Clerk
Tommy Coleman, City Attorney

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INTRODUCTION

In 1995, the Georgia General Assembly created the Georgia Future Communities Commission. This commission's goal was to examine the issues confronting local government, determine what changes are needed to improve their structure and operations, and develop specific proposals to achieve those changes.

By mid 1996, the 30-member commission composed of city officials, county officials, business leaders, and state legislators developed a service delivery strategy proposal.

During the 1997 legislative session of the Georgia General Assembly, House Bill 489 (the Service Delivery Strategy Law) was passed.

The intent of HB 489 is for local governments to take a careful look at the services they provide to identify overlaps or gaps in service provisions and develop a more rational approach to delivering and funding of services among local governments and authorities in each county. The legislation specifically requires each county and each city within the counties to develop and adopt a Service Delivery Strategy Plan.

Components of a Service Delivery Strategy Plan

The Service Delivery Strategy must contain the following four components:

- **Current Service Delivery Arrangements**

This section identifies which local governments and authorities are currently providing which services to which areas of the county.

- **Future Service Delivery Arrangements**

This section identifies which local governments and authorities will provide which services to which areas of the county after the new strategy is adopted.

- **Funding Sources**

This section indicates the funding sources for each service.

- **Legal Mechanisms to Implement the Strategy**

This section identifies the mechanisms, such as intergovernmental agreements, ordinances, resolutions, etc., to be used in implementing the strategy.

INTRODUCTION

Other Items that Need to be Considered

In developing the Service Delivery Strategy Plan, the following five items need to be addressed:

- Elimination of unnecessary duplication of services, or an explanation for its existence.
- Elimination of arbitrary water and sewer rate differentials, or a justification for its existence.
- Elimination of double taxation.
- Compatible land use plans.
- Water and sewer extension consistency with land use plans.
- Resolution of annexation disputes over land use.

Time Frame for Plan Completion

- **July 1, 1997 to January 1, 1998** - county initiates initial meeting between the county and the cities within the county to begin the service delivery strategy.
- **July 1, 1998** - a process must be established by this date to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county.
- **July 1, 1999** - a service delivery strategy document must be adopted by resolution.

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Lee County

Services Provided by Lee County	Funding Source	Geographic Areas Served
Probate & Superior Court Services	General Fund	Incorporated & Unincorporated Areas
Magistrate Court Services	General Fund	Incorporated & Unincorporated Areas
Tax Assessments	General Fund	Incorporated & Unincorporated Areas
Tax Collections- Autos & Mobile Homes	General Fund	Incorporated & Unincorporated Areas
Tax Collections - Property	General Fund	Incorporated & Unincorporated Areas
Law Enforcement (Sheriff)	General Fund	Incorporated & Unincorporated Areas
Jail Facility	General Fund	Incorporated & Unincorporated Areas
Coroner Services	General Fund	Incorporated & Unincorporated Areas
Indigent Legal Defense	General Fund	Incorporated & Unincorporated Areas
Voter Registration	General Fund	Incorporated & Unincorporated Areas
Animal Control	General Fund	Incorporated & Unincorporated Areas
Code Enforcement	General Fund	Incorporated & Unincorporated Areas
Road & ROW Maintenance	General Fund	Incorporated & Unincorporated Areas
Storm Water Management	General Fund	Incorporated & Unincorporated Areas
Fire Services & Emerg. Mgmt.	Ins. Prem. Tax	Incorporated & Unincorporated Areas
E-911 Emergency Communications	GF & SRF	Incorporated & Unincorporated Areas
Planning & Zoning Services	GF & User Fees	Incorporated & Unincorporated Areas
Building Inspections	GF & User Fees	Incorporated & Unincorporated Areas
Parks & Recreation	GF & User Fees	Incorporated & Unincorporated Areas
Emergency Medical Services	GF & User Fees	Incorporated & Unincorporated Areas
Inert Waste Landfill Services	GF & User Fees	Incorporated & Unincorporated Areas
Road Paving & Resurfacing	SPLOST	Incorporated & Unincorporated Areas
Driveway Pipe Installation	User Fees	Incorporated & Unincorporated Areas
Mosquito Spraying	General Fund	Unincorporated Area Only
Curbside Solid Waste Collection	User Fees	Unincorporated Area Only
Curbside Inert Waste Collection	User Fees	Unincorporated Area Only

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Lee County (continued)

Services Provided by Lee County	Funding Source	Geographic Areas Served
Utility Billing (water, sewer, garbage, streetlights)	User Fees	Unincorporated Area Only
Alcohol Licenses Issuance	User Fees	Unincorporated Area Only
Business Licenses Issuance	User Fees	Unincorporated Area Only
Elections	GF & Reimbursement	Unincorporated Area & Smithville
Services Provided by Others But Partly Funded by Lee County	Funding Source	Geographic Area Served
Welfare Services (DFACS)	General Fund	Incorporated & Unincorporated Areas
Library	General Fund	Incorporated & Unincorporated Areas
Health / Mental Health Services	General Fund	Incorporated & Unincorporated Areas
Agriculture Extension Service	General Fund	Incorporated & Unincorporated Areas
Chamber of Commerce	General Fund	Incorporated & Unincorporated Areas
Senior Citizens Center	General Fund	Incorporated & Unincorporated Areas
Services Provided by Lee County Utility Authority	Funding Source	Geographic Areas Served
Water Treatment & Distribution	GF, Debt, & User Fees	Unincorporated Areas Only
Wastewater Treatment	GF, Debt, & User Fees	Unincorporated Areas Only
Services Provided by the Development Authority of Lee County	Funding Source	Geographic Areas Served
Economic Development Services	General Fund	Incorporated & Unincorporated Areas

Lee County Assessment

The county provides 23 services to both the incorporated area (2,664 citizens) and the unincorporated area (22,278 citizens - for a total of 24,942 citizens). Funding for these 23 services comes primarily from the county's General Fund. Several of the 23 services have

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Lee County Assessment (continued)

additional funding sources such as the Fire Service and Emergency Management with its insurance premium tax, E-911 Center with its \$1.50 and \$1.00 per month telephone surcharges, road paving and resurfacing with its 1% SPLOST, and driveway pipe installation, use of the inert waste landfill, parks and recreation, and emergency medical services with their user fees.

The county also provides six other services to the unincorporated area citizens only (mosquito spraying, curbside solid waste collection, curbside inert waste collection, utility billing, and alcohol and business licenses issuance). Funding for these six services comes from the General Fund and/or user fees.

In addition, the county provides election services to the unincorporated area citizens and to one of the incorporated cities. Specifically, the county's Board of Elections conducts all unincorporated area elections and the City of Smithville elections. Smithville reimburses the county for all their election expenses. The City of Leesburg conducts their own municipal elections.

Lastly, the county partly funds six other services (welfare services, library, health/mental health services, agricultural extension services, chamber of commerce, and senior citizens center) that are offered to both the incorporated and unincorporated area citizens through other agencies such as the state or independent local boards. Funding for these six services comes from the county's General Fund.

Lee County Authorities Assessment

The county currently has two authorities, the Utility Authority and the Development Authority of Lee County. The Utility Authority currently provides water treatment and distribution services as well as wastewater treatment services to only the unincorporated areas of the county. Funding for the Utility Authority comes from the General Fund, user fees, and the use of debt. The Development Authority of Lee County provides economic development services to both the incorporated and unincorporated areas.

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

City of Leesburg

Services Provided by City of Leesburg	Funding Source	Geographic Areas Served
Law Enforcement (City Police)	General Fund	Incorporated Area Only
Road & ROW Maintenance	General Fund	Incorporated Area Only
Elections	General Fund	Incorporated Area Only
Mosquito Spraying	General Fund	Incorporated Area Only
Municipal Court	General Fund	Incorporated Area Only
Tax Collections - Property	General Fund	Incorporated Area Only
Cemetery Maintenance	General Fund	Incorporated Area Only
Curbside Solid Waste Collection	User Fees	Incorporated Area Only
Utility Billing (water, sewer, garbage)	User Fees	Incorporated Area Only
Wastewater Treatment	User Fees	Incorporated Area Only
Alcohol Licenses Issuance	User Fees	Incorporated Area Only
Business Licenses Issuance	User Fees	Incorporated Area Only
Water Treatment & Distribution	User Fees	Incorporated & Unincorporated Areas
Services Provided by Others But Partly Funded by Leesburg	Funding Source	Geographic Areas Served
Library	General Fund	Incorporated & Unincorporated Areas
Chamber of Commerce	General Fund	Incorporated & Unincorporated Areas
Senior Citizens Center	General Fund	Incorporated & Unincorporated Areas

City of Leesburg Assessment

The City of Leesburg provides twelve services to its 1,831 citizens only (law enforcement, road and right-of-way maintenance, elections, mosquito spraying, municipal court, property tax collections, cemetery maintenance, curbside solid waste collection, utility billing, wastewater treatment services, and alcohol and business licenses issuance). Funding for these twelve services comes solely from city funds and/or user fees from city residents.

Leesburg also provides one other service (water treatment and distribution) to its city residents and a limited number of unincorporated area residents. The city serves an area

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

City of Leesburg Assessment (continued)

outside the city limits with water services because the county is not able to serve that area at this time. However, the city charges higher water rates to the unincorporated area citizens (see chart below):

Service	Rate Inside City Limits	Rate Outside City Limits	Rate Differential
Water	\$6.30 availability charge plus \$1.30 per 1,000 gallons	\$10.00 availability charge plus \$2.00 per 1,000 gallons	\$3.70 availability charge plus \$.70 per 1,000 gallons
Wastewater	\$6.00 availability charge plus \$1.00 per 1,000 gallons of water	N/A	N/A

Lastly, Leesburg partly funds three other services (library, chamber of commerce, and senior citizens center) that are offered to both the incorporated and unincorporated area citizens through other agencies such as independent local boards. Funding for these three services comes from city funds.

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

City of Smithville

Services Provided by City of Smithville	Funding Source	Geographic Areas Served
Law Enforcement (City Police)	General Fund	Incorporated Area Only
Road & ROW Maintenance	General Fund	Incorporated Area Only
Municipal Court	General Fund	Incorporated Area Only
Tax Collections - Property	General Fund	Incorporated Area Only
Utility Billing (water, sewer, garbage)	General Fund	Incorporated Area Only
Mosquito Spraying	General Fund	Incorporated Area Only
Cemetery Maintenance	General Fund	Incorporated Area Only
Water Treatment & Distribution	User Fees	Incorporated Area Only
Wastewater Treatment	User Fees	Incorporated Area Only
Curbside Solid Waste Collection	User Fees	Incorporated Area Only
Alcohol Licenses Issuance	User Fees	Incorporated Area Only
Business Licenses Issuance	User Fees	Incorporated Area Only
Services Provided by Others But Partly Funded by Smithville	Funding Source	Geographic Areas Served
Library	General Fund	Incorporated & Unincorporated Areas

City of Smithville Assessment

The City of Smithville provides twelve services to its 833 citizens only (law enforcement, road and right-of-way maintenance, municipal court, property tax collections, utility billing, mosquito spraying, cemetery maintenance, water treatment and distribution, wastewater treatment, curbside solid waste collection, and alcohol and business licenses issuance). None of these services are provided outside the city limits. Funding for these services comes solely from city funds and/or user fees from city residents.

Lastly, Smithville partly funds one other service, the library. This service is offered to both the incorporated and unincorporated area citizens through other agencies such as independent local boards. Funding for this service comes from city funds.

PART I - CURRENT SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Service Delivery Proposals

After a review of all the public services that are provided by the county and the two cities within the county, the services were carefully evaluated regarding overlapping service areas, duplication, double taxation, or just inefficiently provided. In particular, the three governmental jurisdictions evaluated and discussed the following services in detail: county-wide elections, county-wide curbside solid waste collection with one agreement rather than three different agreements, county-wide water treatment and distribution and waste water treatment under one authority, the reason for higher water rates charged by the city of Leesburg to the unincorporated area citizens, the feasibility of the two cities giving their city-owned fire trucks to the county to use in the county-wide fire department, county-wide property tax collections, the fact that mosquito spraying, library, chamber of commerce, senior citizens center, and the county jail having overlapping revenue issues, and that the three governments have different zoning and land use regulations and categories.

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Service Delivery Proposals That Were Agreed Upon

After five joint meetings were conducted between Lee County, City of Leesburg, and the City of Smithville regarding HB 489, the three governmental entities have agreed upon the proposals as outlined below:

Service Delivery Strategy Issue #1: The City of Leesburg chooses to conduct its own municipal elections when the county operates and funds an Election Board.

Service Delivery Strategy Solution #1: The City of Leesburg has agreed to have the county's Board of Elections conduct all of its municipal elections on a cost reimbursement basis. This action would make the county's Board of Elections a true county-wide Board. In addition, the county's Board of Elections and the county's Board of Registration have been combined into one Board called, the Lee County Board of Elections and Registration, through local legislation during the 1999 session of the Georgia General Assembly (HB 821) and will take affect on July 1, 1999 (See Legal Mechanisms "E", "F", and "G").

Service Delivery Strategy Issue #2: The City of Leesburg charges higher water rates to the unincorporated area citizens.

Service Delivery Strategy Solution #2: Lee County and City of Leesburg officials have reviewed the water rates charged to the unincorporated area citizens by the city and have determined that the rates are not arbitrarily higher than the fees charged to the customers receiving such services who are located within the city limits.

Service Delivery Strategy Issue #3: The two cities own their own fire trucks even though the cities operate under a county-wide fire department.

Service Delivery Strategy Solution #3: Leesburg has donated its fire truck to the county's fire department and Smithville has leased its fire truck to the county's fire department so the trucks can be used in the county-wide fire department (See Legal Mechanisms "H" and "I").

Service Delivery Strategy Issue #4: All three jurisdictions have minor differences in their zoning and land use regulations and categories.

Service Delivery Strategy Solution #4: The two cities have agreed to amend their zoning and land use regulations and categories to have the same or compatible zoning and land use regulations and categories as the county for consistency by December 31, 1999.

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Service Delivery Proposals That Were Agreed Upon

Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and water treatment and distribution.

Service Delivery Strategy Solution #5: The Lee County Sheriff's Office provides law enforcement services to the entire county including the two cities. However, the two cities have their own police departments which patrol each cities' corporate limits but not the unincorporated areas. Therefore, the Sheriff's Office has an overlapping service area but the city police departments do not. This situation is not considered a duplication of services because the cities' police departments provide a higher level of law enforcement services within the city limits than the county can provide.

Lee County Board of Commissioners provides **road and ROW maintenance** for all roads within the unincorporated areas of the county. The two cities (Leesburg and Smithville) also provide road and ROW maintenance for all the roads within their corporate limits. However, the county also maintains city roads on an as-needed basis because the cities do not have the equipment the county has. Therefore, the overlapping service area has overriding benefits.

The City of Leesburg provides **water treatment and distribution** to its city residents and a limited number of unincorporated area residents. The city serves an area outside the city limits with water service because the county is not able to serve that area at this time. Therefore, the overlapping service area has overriding benefits.

Service Delivery Strategy Issue #6: The Cities of Leesburg and Smithville do not have jail facilities and use the county's facilities and pay a per diem for each of their inmates.

Service Delivery Strategy Solution #6: The Lee County jail is supported by the county's General Fund. The General Fund receives a part of its revenue from both city and county residents thorough their property taxes. In addition, the county charges the cities a per diem for each of their inmates. Therefore, the city residents are being double taxed for this service. The county has agreed not to charge the cities a per diem for their inmates (See Legal Mechanisms "J" and "K").

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Service Delivery Proposals That Were Agreed Upon

Service Delivery Strategy Issue #7: Mosquito spraying, library, chamber of commerce, and the senior citizen center are public services funded by each of the three governmental entities with overlapping revenue sources.

Service Delivery Strategy Solution #7: Lee County, City of Leesburg, and City of Smithville officials have reviewed the funding levels of each of the four services listed above and have determined that those funding levels are satisfactory to each entity.

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Lee County

Services Provided by Lee County	Funding Source	Geographic Areas Served
Probate & Superior Court Services	General Fund	Incorporated & Unincorporated Areas
Magistrate Court Services	General Fund	Incorporated & Unincorporated Areas
Tax Assessments	General Fund	Incorporated & Unincorporated Areas
Tax Collections-Autos & Mobile Homes	General Fund	Incorporated & Unincorporated Areas
Tax Collections - Property	General Fund	Incorporated & Unincorporated Areas
Law Enforcement (Sheriff)	General Fund	Incorporated & Unincorporated Areas
Jail Facility	General Fund	Incorporated & Unincorporated Areas
Coroner Services	General Fund	Incorporated & Unincorporated Areas
Indigent Legal Defense	General Fund	Incorporated & Unincorporated Areas
Voter Registration	General Fund	Incorporated & Unincorporated Areas
Animal Control	General Fund	Incorporated & Unincorporated Areas
Code Enforcement	General Fund	Incorporated & Unincorporated Areas
Road & ROW Maintenance	General Fund	Incorporated & Unincorporated Areas
Storm Water Management	General Fund	Incorporated & Unincorporated Areas
Fire Services & Emerg. Mgmt.	Ins. Prem. Tax	Incorporated & Unincorporated Areas
E-911 Emergency Communications	GF & SRF	Incorporated & Unincorporated Areas
Planning & Zoning Services	GF & User Fees	Incorporated & Unincorporated Areas
Building Inspections	GF & User Fees	Incorporated & Unincorporated Areas
Parks & Recreation	GF & User Fees	Incorporated & Unincorporated Areas
Emergency Medical Services	GF & User Fees	Incorporated & Unincorporated Areas
Inert Waste Landfill Services	GF & User Fees	Incorporated & Unincorporated Areas
Road Paving & Resurfacing	SPLOST	Incorporated & Unincorporated Areas
Driveway Pipe Installation	User Fees	Incorporated & Unincorporated Areas
Mosquito Spraying	General Fund	Unincorporated Area Only
Curbside Solid Waste Collection	User Fees	Unincorporated Area Only
Curbside Inert Waste Collection	User Fees	Unincorporated Area Only

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

Lee County (continued)

Services Provided by Lee County	Funding Source	Geographic Areas Served
Utility Billing (water, sewer, garbage, streetlights)	User Fees	Unincorporated Area Only
Alcohol Licenses Issuance	User Fees	Unincorporated Area Only
Business Licenses Issuance	User Fees	Unincorporated Area Only
Elections	GF & Reimbursement	Unincorporated Area, Leesburg, and Smithville
Services Provided by Others But Partly Funded by Lee County	Funding Source	Geographic Area Served
Welfare Services (DFACS)	General Fund	Incorporated & Unincorporated Areas
Library	General Fund	Incorporated & Unincorporated Areas
Health / Mental Health Services	General Fund	Incorporated & Unincorporated Areas
Agriculture Extension Service	General Fund	Incorporated & Unincorporated Areas
Chamber of Commerce	General Fund	Incorporated & Unincorporated Areas
Senior Citizens Center	General Fund	Incorporated & Unincorporated Areas
Services Provided by Lee County Utility Authority	Funding Source	Geographic Areas Served
Water Treatment & Distribution	GF, Debt, & User Fees	Unincorporated Areas Only
Wastewater Treatment	GF, Debt, & User Fees	Unincorporated Areas Only
Services Provided by the Development Authority of Lee County	Funding Source	Geographic Areas Served
Economic Development Services	General Fund	Incorporated & Unincorporated Areas

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

City of Leesburg

Services Provided by City of Leesburg	Funding Source	Geographic Areas Served
Law Enforcement (City Police)	General Fund	Incorporated Area Only
Road & ROW Maintenance	General Fund	Incorporated Area Only
Mosquito Spraying	General Fund	Incorporated Area Only
Municipal Court	General Fund	Incorporated Area Only
Tax Collections - Property	General Fund	Incorporated Area Only
Cemetery Maintenance	General Fund	Incorporated Area Only
Curbside Solid Waste Collection	User Fees	Incorporated Area Only
Utility Billing (water, sewer, garbage)	User Fees	Incorporated Area Only
Wastewater Treatment	User Fees	Incorporated Area Only
Alcohol Licenses Issuance	User Fees	Incorporated Area Only
Business Licenses Issuance	User Fees	Incorporated Area Only
Water Treatment & Distribution	User Fees	Incorporated & Unincorporated Areas
Services Provided by Others But Partly Funded by Leesburg	Funding Source	Geographic Areas Served
Library	General Fund	Incorporated & Unincorporated Areas
Chamber of Commerce	General Fund	Incorporated & Unincorporated Areas
Senior Citizens Center	General Fund	Incorporated & Unincorporated Areas

PART II - FUTURE SERVICE DELIVERY ARRANGEMENTS AND FUNDING SOURCES

City of Smithville

Services Provided by City of Smithville	Funding Source	Geographic Areas Served
Law Enforcement (City Police)	General Fund	Incorporated Area Only
Road & ROW Maintenance	General Fund	Incorporated Area Only
Municipal Court	General Fund	Incorporated Area Only
Tax Collections - Property	General Fund	Incorporated Area Only
Utility Billing (water, sewer, garbage)	General Fund	Incorporated Area Only
Mosquito Spraying	General Fund	Incorporated Area Only
Cemetery Maintenance	General Fund	Incorporated Area Only
Water Treatment & Distribution	User Fees	Incorporated Area Only
Wastewater Treatment	User Fees	Incorporated Area Only
Curbside Solid Waste Collection	User Fees	Incorporated Area Only
Alcohol Licenses Issuance	User Fees	Incorporated Area Only
Business Licenses Issuance	User Fees	Incorporated Area Only
Services Provided by Others But Partly Funded by Smithville	Funding Source	Geographic Areas Served
Library	General Fund	Incorporated & Unincorporated Areas

A

A JOINT RESOLUTION ENTITLED
AN AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF LEESBURG FOR LEE
COUNTY TO PROVIDE SELECTED PLANNING, ENGINEERING, AND BUILDING
INSPECTION SERVICES TO THE CITY OF LEESBURG.

WHEREAS, THE CITY COUNCIL AND MAYOR OF LEESBURG desires to enter into agreement with Lee County to provide select Planning, Engineering, and Building Inspection services to the City of Leesburg to help manage current and anticipated growth and development within the city, AND:

WHEREAS, THE BOARD OF COMMISSIONERS OF LEE COUNTY desires to make their county staff available to provide select Planning, Engineering, and Building Inspection services to the City of Leesburg to help manage current and anticipated growth and development within the City of Leesburg, THEREFORE;

BE IT NOW RESOLVED; That the Lee County Board of Commissioners, and the Mayor and City Council of Leesburg agree to the following schedule of services to be provided by Lee County Staff to the City of Leesburg:

PLANNING SERVICES:

A. Lee County Staff will collect all applications and fees for subdivision and zoning cases in the City of Leesburg.

1. 100% of all fees collected from applicants will be retained by Lee County to help cover the costs associated with administering the subdivision and zoning process for the City of Leesburg.

B. Lee County Staff will prepare and submit a "Notice of Public Hearing" advertisement, on all zoning cases in the City of Leesburg, to the newspaper used by Lee County to publish all legal advertisements.

1. Cost of said legal advertisement will be paid by the City of Leesburg.

C. Lee County Staff will prepare, post, and maintain all property signs for zoning cases in the City of Leesburg.

D. Lee County Staff will provide review and recommendations on all zoning applications as related to the City of Leesburg Zoning Ordinance requirements for all zoning cases within the City of Leesburg.

E. Lee County Staff will prepare and present all zoning and subdivision cases within the City of Leesburg to the Lee County-Leesburg Planning Commission.

F. Lee County Staff will prepare and present all zoning and subdivision cases within the City of Leesburg to the Leesburg City Council.

G. Lee County Staff will maintain and keep current the zoning map of the City of Leesburg.

1. All costs associated with maintaining, printing, and/or updating the City of Leesburg zoning map will be paid by the City of Leesburg.

H. Lee County will administer the minor subdivision (administrative approval) process for all minor subdivisions within the City of Leesburg.

1. The County will retain 100% of all fees collected from applicants for minor subdivisions to help cover the costs of administering the program.

I. Lee County Staff will administer the major subdivision process as related to the City of Leesburg's subdivision ordinance.

1. Lee County will retain 100% of all fees collected from applicants for major subdivisions to help cover the costs of administering the program.

J. Lee County Staff will provide guidance on maintaining and updating current City of Leesburg land use ordinances, and help draft new land use regulations or ordinances on direction of the Leesburg City Council.

1. All costs associated with producing copies of any existing or new ordinances for distribution will be paid by the City of Leesburg.

K. Lee County Staff will assist the City of Leesburg with any other planning issues on a case by case basis.

BUILDING INSPECTION SERVICES:

A. Lee County Staff will review all applications for construction related permits that have been approved by the City of Leesburg.

B. Lee County Staff will issue building permits, electrical permits, plumbing permits, heating and air conditioning permits, and any other special permits for all applicable construction within the City of Leesburg.

C. Lee County Staff will collect all fees for permits for construction within the City of Leesburg.

1. Lee County will retain 100% of all fees collected from applicants to help cover the costs of administering the construction permit program.

D. Lee County Staff will conduct all required inspections on construction within the City of Leesburg, and shall have the authority necessary to ensure that Lee County's building and construction codes are complied with.

E. Lee County Staff will maintain all files and records relating to the permit process for construction within the City of Leesburg.

F. Lee County Staff will check each contractor applying for a permit for construction within the City of Leesburg to ensure that they have a City of Leesburg business license.

G. Lee County Staff will assist the City of Leesburg with any other building inspection issues on a case by case basis.

ENGINEERING SERVICES:

A. Lee County Staff will administer the "soil erosion and sedimentation control" program for the City of Leesburg.

1. The county will retain 100% of all fees collected under this program to help cover the costs of administering the program.

B. Lee County Staff will administer the "flood damage prevention" program for the City of Leesburg.

C. Lee County Staff will administer the engineering elements of the City of Leesburg's subdivision ordinance.

D. Lee County Staff will provide guidance on maintaining and updating engineering regulations for the City of Leesburg.

1. All associated costs of producing engineering documents for distribution shall be paid by the City of Leesburg.

E. Lee County Staff will provide consultation, site visits, and solutions to roadway, drainage, layout, future planning, and other related engineering problems.

F. Lee County Staff will assist the City of Leesburg with other engineering issues on a case by case basis.

BUSINESS LICENSE SERVICES:

A. Lee County Staff will assist the City of Leesburg with developing a new business license system that will meet the requirements of new state law.

1. All costs associated will be paid by the City of Leesburg.

R.S. Boney

R.S. Boney
Mayor, Leesburg

J. Leach

John Leach
Chairman, Lee County
Board of Commissioners

Catherine Spillers

Catherine Spillers
Clerk, Leesburg

Carolyn Bowers

Carolyn Bowers
Clerk, Lee County

Oct. 11 1994
Date adopted

October 27 1994
Date Adopted

**A JOINT RESOLUTION ENTITLED
AN AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF SMITHVILLE FOR
LEE COUNTY TO PROVIDE SELECTED PLANNING, ENGINEERING, BUILDING
INSPECTION, AND ANIMAL CONTROL SERVICES TO THE CITY OF SMITHVILLE**

WHEREAS, THE CITY OF SMITHVILLE AND MAYOR OF SMITHVILLE desires to enter into agreement with Lee County to provide select Planning, Engineering, Building Inspection, and Animal Control services to the City of Smithville to help manage current and anticipated growth and development within the city; **AND;**

WHEREAS, THE BOARD OF COMMISSIONERS OF LEE COUNTY desires to make their county staff available to provide select Planning, Engineering, Building Inspection, and Animal Control services to the City of Smithville to help manage current and anticipated growth and development within the City of Smithville, **THEREFORE;**

BE IT NOW RESOLVED; That the Lee County Board of Commissioners, and the Mayor and City Council of Smithville agree to the following schedule of services to be provided by Lee County Staff to the City of Smithville:

PLANNING SERVICES:

- A. Lee County staff will collect all applications and fees for subdivision and zoning cases in the City of Smithville.
 - 1. 100% of all fees collected from applicants will be retained by Lee County to help cover the costs associated with administering the subdivision and zoning process for the City of Smithville.
- B. Lee County staff will prepare and submit a "Notice of Public Hearing" advertisement, on all zoning cases in the City of Smithville, to the newspaper used by Lee County to publish all legal advertisements.
 - 1. Cost of said legal advertisements will be paid by the City of Smithville.
- C. Lee County staff will prepare, post, and maintain all property signs for zoning cases in the City of Smithville.
- D. Lee County staff will provide review and recommendations on all zoning applications as related to the City of Smithville Zoning Ordinance requirements for all zoning cases within the City of Smithville.
- E. Lee County staff will prepare and present all zoning and subdivision cases within the City of Smithville to the Lee County-Smithville Planning Commission.

- F. Lee County staff will prepare and present all zoning and subdivision cases within the City of Smithville to the Smithville City Council.
- G. Lee County staff will maintain and keep current the zoning map of the City of Smithville.
 - 1. All costs associated with maintaining, printing, and/or updating the City of Smithville zoning map will be paid by the City of Smithville.
- H. Lee County will administer the minor subdivision (administrative approval) process for all minor subdivisions within the City of Smithville.
 - 1. The County will retain 100% of all fees collected from applicants for minor subdivisions to help cover the costs of administering the program.
- I. Lee County staff will administer the major subdivision process as related to the City of Smithville's subdivision ordinance.
 - 1. Lee County will retain 100% of all fees collected from applicants for major subdivisions to help cover the costs of administering the program.
- J. Lee County staff will provide guidance on maintaining and updating current City of Smithville land use ordinances, and help draft new land use regulations or ordinances on direction of the Smithville City Council.
 - 1. All costs associated with producing copies of any existing or new ordinances for distribution will be paid by the City of Smithville.
- K. Lee County staff will assist the City of Smithville with any other planning issues on a case by case basis.

BUILDING INSPECTION SERVICES:

- A. Lee County staff will review all applications for construction related to permits that have been approved by the City of Smithville.
- B. Lee County staff will issue building permits, electrical permits, plumbing permits, heating and cooling permits, and any other special permits for all applicable construction within the City of Smithville.
- C. Lee County staff will collect all fees for permits for construction within the City of Leesburg.
 - 1. Lee County will retain 100% of all fees collected from applicants to help cover the costs of administering the construction permit program.

- D. Lee County staff will conduct all required inspections on construction within the City of Smithville and shall have the authority necessary to ensure that Lee County's building and construction codes are complied with.
- E. Lee County staff will maintain all files and records relating to the permit process for construction within the City of Smithville.
- F. Lee County staff will check each contractor applying for a permit for construction within the City of Smithville to ensure that they have a City of Smithville business license.
- G. Lee County staff will assist the City of Smithville with any other building inspection issues on a case by case basis.


ENGINEERING SERVICES:

- A. Lee County staff will administer the "soil erosion and sedimentation control" program for the City of Smithville.
 - 1. The county will retain 100% of all fees collected under this program to help cover the costs of administering the program.
- B. Lee County staff will administer the "flood damage prevention" program for the City of Smithville.
- C. Lee County staff will administer the engineering elements of the City of Smithville's subdivision ordinance.
- D. Lee County staff will provide guidance on maintaining and updating engineering regulations for the City of Smithville.
 - 1. All associated costs of producing engineering documents for distribution shall be paid by the City of Smithville.
- E. Lee County staff will provide consultation, site visits, and solutions to roadway, drainage, layout, future planning, and other related engineering problems.
- F. Lee County staff will assist the City of Smithville with other engineering issues on a case by case basis.


ANIMAL CONTROL SERVICES:

- A. Lee County staff will enforce the City of Smithville's animal control ordinance and prosecute any violation in Smithville's City Court.
 - 1. All costs associated will be paid by the City of Smithville.


2. All fines collected for violations will be retained by Lee County to offset the costs of providing animal control services.



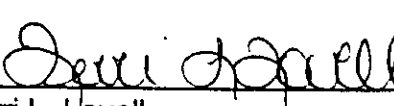
Jack Smith
Mayor, City of Smithville



John L. Leach, III
Chairman, Lee County
Board of Commissioners



Denise Bell
Clerk, City of Smithville



Terri L. Lovell
Clerk, Lee County

C

**A JOINT RESOLUTION AND ORDINANCE CREATING A JOINT
PLANNING COMMISSION FOR LEE COUNTY, GEORGIA, THE CITY OF
LEESBURG, AND THE CITY OF SMITHVILLE**

BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and **BE IT ORDAINED** by the Mayor and Council of the City of Leesburg, Georgia, and the Mayor and Council of the City of Smithville, Georgia; and it is hereby resolved and ordained by authority of the same:

SECTION 1.

There is hereby created a joint Planning Commission to be known as the Leesburg-Smithville-Lee County Planning Commission. The Planning Commission shall exercise all powers delegated to it under respective zoning and subdivision ordinances of the City of Leesburg, the City of Smithville, and Lee County now in effect and which may be adopted in the future, as well as any and all powers delegated to the Planning Commission under any other ordinance or resolution of the City of Leesburg, the City of Smithville, or Lee County. Without limitation on the foregoing delegation of power, the Leesburg-Smithville-Lee County Planning Commission shall also have the authority to conduct public hearings, to make recommendations to the governing bodies of the City of Leesburg, the City of Smithville, and Lee County regarding all matters of zoning and subdivision regulations and land development under the respective ordinances and/or resolutions of each of the aforementioned governments.

SECTION 2.

The Leesburg-Smithville-Lee County Planning Commission shall be composed of seven members. The Lee County Board of Commissioners shall appoint one member from each district established by the Act of the General Assembly providing for the election of the members of the Lee County Board of Commissioners for a total of five members from such districts. One member shall be appointed by the governing body of the City of Leesburg. One members shall be appointed by the governing body of the City of Smithville.

SECTION 3.

The members of the Board are authorized to promulgate certain rules and regulations governing the operation of the Board including, but not limited to, the adoption of bylaws, the election of officers, and the conduct of public hearings and procedures as provided in O.C.G.A. 36-66-1 et. seq. and 36-67-1, et. seq.

SECTION 4.

Those resolutions adopted by the City of Leesburg and the Board of Commissioners of Lee County, Georgia, creating a joint Planning Commission for the City of Leesburg and Lee

County are hereby repealed.

SECTION 5.

Be it further resolved and ordained, that each of the aforementioned governments shall repeal ordinances and/or resolutions in place creating and providing for the operation of Planning Commissions within the corporate limits of the City of Leesburg and the City of Smithville and in the unincorporated areas of Lee County, this joint resolution and ordinance having no effect until such ordinances and/or resolutions are repealed and provisions made within the Code and/or Charter of each government providing for a joint Planning Commission.

SECTION 6.

This joint resolution and ordinance may be adopted in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

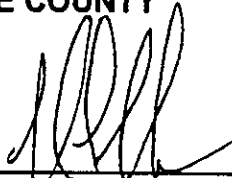
SECTION 7.

All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

SO RESOLVED AND ORDAINED, this 26th day of September, 1996.

LEE COUNTY

By:



John L. Leach, III
Chairman, Board of Commissioners

Attest:



Terri L. Lovell
County Clerk

C

**A RESOLUTION ENTITLED
A JOINT RESOLUTION AND ORDINANCE CREATING A JOINT
PLANNING COMMISSION FOR LEE COUNTY, GEORGIA, THE CITY OF
LEESBURG, AND THE CITY OF SMITHVILLE**

BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and **BE IT ORDAINED** by the Mayor and Council of the City of Leesburg, Georgia, and the Mayor and Council of the City of Smithville, Georgia; and it is hereby resolved and ordained by authority of the same;

- Section 1.** There is hereby created a joint Planning Commission to be known as the Leesburg-Smithville-Lee County Planning Commission. The Planning Commission shall exercise all powers delegated to it under respective zoning and subdivision ordinances of the City of Leesburg, the City of Smithville, and Lee County now in effect and which may be adopted in the future, as well as any and all powers delegated to the Planning Commission under any other ordinance or resolution of the City of Leesburg, the City of Smithville, or Lee County. Without limitation on the foregoing delegation of power, the Leesburg-Smithville-Lee County Planning Commission shall also have the authority to conduct public hearings, to make recommendations to the governing bodies of the City of Leesburg, the City of Smithville, and Lee County regarding all matters of zoning and subdivision regulation and land development under the respective ordinances and/or resolutions of each of the aforementioned governments.
- Section 2.** The Leesburg-Smithville-Lee County Planning Commission shall be composed of seven members. The Lee County Board of Commissioners shall appoint one member from each district established by the Act of the General Assembly providing for the election of members of the Lee County Board of Commissioners for a total of five members from such districts. One member shall be appointed by the governing body of the City of Leesburg. One members shall be appointed by the governing body of the City of Smithville.
- Section 3.** The members of the Board are authorized to promulgate certain rules and regulations governing the operation of the Board including, but not limited to, the adoption of bylaws, the election of officers, and the conduct of public hearings and procedures as provided by O.C.G.A. 36-66-1, et. seq. and 36-67-1 et. seq.
- Section 4.** Those resolutions adopted by the City of Leesburg and the Board of Commissioners of Lee County, Georgia, creating a joint Planning Commission for the City of Leesburg and Lee County are hereby repealed.

Section 5. Be it further resolved and ordained, that each of the aforementioned governments shall repeal ordinances and/or resolutions in place creating and providing for the operation of Planning Commission within the corporate limits of the City of Leesburg and the City of Smithville and in the unincorporated areas of Lee County, this joint resolution and ordinance having no effect until such ordinances and/or resolutions are repealed and provisions made within the Code and/or Charter of each government providing for a joint Planning Commission.

Section 6. This joint resolution and ordinance may be adopted in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 7. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

SO RESOLVED AND ORDAINED, this 26 day of September 1996.

CITY OF LEESBURG

BY: R. S. Boney
R. S. Boney, Mayor

(SEAL)

ATTEST: Catherine Spillers
Catherine Spillers, City Clerk

RESOLUTION NO. 96-_____

ENTITLED

A JOINT RESOLUTION AND ORDINANCE CREATING A JOINT PLANNING COMMISSION FOR LEE COUNTY, GEORGIA, THE CITY OF LEESBURG, AND THE CITY OF SMITHVILLE.

BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and BE IT ORDAINED by the Mayor and Council of the City of Leesburg, Georgia, and the Mayor and Council of the City of Smithville, Georgia; and it is hereby resolved and ordained by authority of the same:

Section 1. There is hereby created a joint Planning Commission to be known as the Leesburg-Smithville-Lee County Planning Commission. The Planning Commission shall exercise all powers delegated to it under respective zoning and subdivision ordinances of the City of Leesburg, the City of Smithville, and Lee County now in effect and which may be adopted in the future, as well as any and all powers delegated to the Planning Commission under any other ordinance or resolution of the City of Leesburg, the City of Smithville, or Lee County. Without limitation on the foregoing delegation of power, the Leesburg-Smithville-Lee County Planning Commission shall also have the authority to conduct public hearings, to make recommendations to the governing bodies of the City of Leesburg, the City of Smithville, and Lee County regarding all matters of zoning and subdivision regulation and land development under the respective ordinances and/or resolutions of each of the aforementioned governments.

Section 2. The Leesburg-Smithville-Lee County Planning Commission shall be composed of seven members. The Lee County Board of Commissioners shall appoint one member from each district established by the Act of the General Assembly providing for the election of the members of the Lee County Board of Commissioners for a total of five members from such districts. One member shall be appointed by the governing body of the City of Leesburg. One member shall be appointed by the governing body of the City of Smithville.

Section 3. The members of the Board are authorized to promulgate certain rules and regulations governing the operation of the Board including, but not limited to, the adoption of bylaws, the election of officers, and the conduct of public hearings and procedures as provided in O.C.G.A. § 36-66-1, et seq. and § 36-67-1, et seq.

Section 4. Those resolutions adopted by the City of Leesburg and the Board of Commissioners of Lee County, Georgia, creating a joint Planning Commission for the City of Leesburg and Lee County are hereby repealed.

Section 5. Be it further resolved and ordained, that each of the aforementioned governments shall repeal ordinances and/or resolutions in place creating and providing for the operation of Planning Commissions within the corporate limits of the City of Leesburg and the City of Smithville and in the unincorporated areas of Lee County, this joint resolution and ordinance having no affect until such ordinances and/or resolutions are repealed and provisions made within the Code and/or Charter of each government providing for a joint Planning Commission.

Section 6. This joint resolution and ordinance may be adopted in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 7. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

SO RESOLVED AND ORDAINED, this 14th day of October, 1996.

(S E A L)

CITY OF SMITHVILLE

By: [Signature]
Mayor, Jack Smith

Attest: [Signature]
Clerk, Loretta Harris

D

**JOINT RESOLUTION
 OF THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
 THE MAYOR AND CITY COUNCIL OF LEESBURG, GEORGIA, AND
 THE MAYOR AND CITY COUNCIL OF SMITHVILLE, GEORGIA,
 ESTABLISHING A PROCESS
 TO RESOLVE INTER-GOVERNMENTAL LAND USE
 CLASSIFICATION DISPUTES PURSUANT TO
 PROPERTY ANNEXATIONS AND LAND USE PLANS**

WHEREAS, the Board of Commissioners of Lee County, Georgia, and the Mayor and City Council of the City of Leesburg, Georgia, and the Mayor and City Council of the City of Smithville, Georgia, have found it necessary, desirable, and in the public interest to establish a formal process to resolve land use disputes as they relate to property annexation and land use plans; and

WHEREAS, O.C.G.A. §36-70-24(4)(C) requires that such a process be established by July 1, 1998; and

WHEREAS, the Board of Commissioners of Lee County, Georgia, and the governing bodies of the cities of Leesburg, Georgia, and Smithville, Georgia, have jointly developed a cooperative plan to resolve said issues as is more particularly set out in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and the Mayor and City Council of the City of Leesburg, Georgia, and the Mayor and City Council of Smithville, Georgia, and it is hereby resolved by authority of the same, as follows:

ELLIS EASTERLIN
 PEAGLER GATEWOOD
 & SKIPPER
 ATTORNEYS AT LAW
 410 WEST LAMAR STREET
 POST OFFICE BOX 488
 AMER... GEORGIA
 .09
 Telephone: (912) 924-9316
 Facsimile: (912) 924-6248

1. Effective July 1, 1998, disputes arising pursuant to property annexations and land use plans between and among the Board of Commissioners of Lee County, Georgia, the Mayor and City Council of Leesburg, Georgia, and the Mayor and City Council of Smithville, Georgia, shall be resolved as follows:

(A) Prior to initiating any formal annexation activity, a City will notify the County of a proposed annexation and provide information regarding the annexation, including the location of property, the size of the area proposed to be annexed, and the proposed land use or zoning classifications (if applicable) of the property to be annexed.

(B) Within thirty (30) calendar days of the receipt of the above information, the County shall forward to the City a statement either:

(1) Indicating that the County has no objection to the proposed zoning or land use for the property, or

(2) Describing the County's bona fide land use classification objection, as defined in O.C.G.A. §36-36-11, to the proposed zoning or land use classification and provide supporting evidence relative to the County's objection and providing to the City any possible stipulations or conditions agreeable to the County which would alleviate the County's bona fide land use classification objection.

(C) In the event the County has no objection to the City's proposed land use or zoning classification, the City shall be free to proceed with

the annexation under applicable State statutes and local Ordinances. If the County fails to respond to the City's notice of the proposed annexation in writing within the thirty (30) calendar day period referred to above, the City shall be free to proceed with the annexation pursuant to State statute and County Ordinances, and the County shall forfeit its right to invoke the dispute resolution process provided for in this Ordinance and shall further forfeit its right to object to the zoning or land use change after the completion of the annexation process by the City.

- (D) If the County notifies the City that it has a bona fide land use classification objection, the City shall respond to the County in writing within thirty (30) calendar days of the City's receipt of the County's objection by either:
- (1) Agreeing to implement the County's stipulations or conditions that would alleviate the County's objections and thereby resolve the County's objections;
 - (2) Agreeing with the County's bona fide land use classification objection and ceasing action on the proposed annexation;
 - (3) Disagreeing with the County's objections and, in such event, the governing body of the City shall meet with the governing body of the County at a time and place agreed to by both the City and the County in an attempt to resolve the County's

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objections, and if a time cannot be mutually agreed upon for such meeting, the City shall establish a date and time for such meeting and shall provide the County with at least fifteen (15) calendar days advance written notice of such meeting;

- (E) In the event that the joint meeting of the City and the County referred to above does not lead to a resolution of the County's bona fide land use classification objections within thirty (30) calendar days after such joint meeting, the City shall appoint a mediator and the County shall appoint a mediator, and the two mediators shall jointly appoint a third mediator to hear and determine the dispute. The mediation shall be binding upon the City and the County, and the initial mediation hearing shall occur within thirty (30) calendar days after the appointment of the initial mediator by either party. The City and the County shall equally divide any costs associated with the mediation proceeding. The mediation proceeding shall be conducted in accord with the generally accepted procedures regarding such mediation proceedings and upon such notice and at such times and locations as the mediators shall, by majority vote, determine. The decision of the mediators, by majority vote, shall become final and shall not be subject to appeal.
- (F) An annexation proposal shall not become effective until all bona fide

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land use classification objections raised by the County are resolved pursuant to this dispute resolution process.

(G) The dispute resolution procedures provided in this Resolution shall not be applicable unless the County's objection to the land use is a "bona fide land use classification objection," which shall mean an objection to a proposed change in land use which results in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use, as provided in O.C.G.A. §36-36-11.

(H) In the event that the County's objection is not a bona fide land use classification objection, then the determination regarding annexation and land use shall be solely made by the City seeking the annexation.

(I) Notwithstanding any other provision of this Resolution to the contrary, any of the parties to this Resolution shall be authorized to seek a declaratory judgment in a Court of competent jurisdiction with respect to any issues which may arise in connection with or be relevant to property annexation disputes between and among the parties hereto with respect to property annexations and land use plans.

2. All Resolutions of the respective parties to this Resolution in conflict herewith are hereby repealed.

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3. This Resolution shall become effective as of July 1, 1998, and shall apply to all disputes between and among the parties hereto as to property annexations and land use plans which are initiated on or after said date.

SO RESOLVED by the respective parties hereto on the date and year hereinafter set out.

**BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA**

BY: [Signature]
Chairman

ATTEST: [Signature]
Clerk

Date Approved: 6-11-98

CITY OF LEESBURG

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

Date Approved: 06/22/98

CITY OF SMITHVILLE

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

Date Approved: 6/15/98

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
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3

**RESOLUTION
REQUESTING LOCAL LEGISLATIVE DELEGATION
TO INTRODUCE LEGISLATION DURING THE 1999 SESSION
OF THE GEORGIA GENERAL ASSEMBLY
TO CREATE A BOARD OF ELECTIONS AND REGISTRATION
OF LEE COUNTY, GEORGIA**

WHEREAS, local legislation was approved by the Georgia General Assembly in 1990 (Georgia Laws 1990, Page 4611) which established a Board of Elections for Lee County, Georgia; and

WHEREAS, O.C.G.A. §21-2-40(b) authorizes the Georgia General Assembly to create, by local Act, a Board of Elections and Registration in any County of this State and empower that Board with the powers and duties of the Election Superintendent relating to the conduct of primaries and elections and with the powers and duties of the Board of Registrars relating to the registration of voters and absentee balloting procedures; and

WHEREAS, the Board of Commissioners of Lee County deems it appropriate and in the best interest of the citizens of Lee County, for the purpose of orderly registration of voters and for the purpose of the orderly conduct of primaries and elections, to have a combined Board of Elections and Registration in Lee County; and

WHEREAS, the creation of a combined Board of Elections and Registration for Lee County can only be accomplished by local Act of the Georgia General Assembly.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the local legislative delegation representing Lee County, Georgia, is hereby requested to introduce and pass local legislation at the 1999 session of the Georgia General Assembly creating

a Board of Elections and Registration for Lee County, Georgia, pursuant to the provisions of O.C.G.A. §21-2-40(b).

BE IT FURTHER RESOLVED that the method of appointing the Board, the number of Board members, and other such provisions regarding the establishment of such Board shall be identical in all relevant respects to the method of appointment and membership of the present Lee County Board of Elections as established by Georgia Laws 1990, Page 4611.

BE IT FURTHER RESOLVED that before the introduction of such local legislation, the Board of Commissioners shall review the proposed legislation and approve or modify the same in accord with the intent of this Resolution.

BE IT FURTHER RESOLVED that the County financial officer is authorized and directed to pay all expenses and costs associated with the advertisement of such local legislation in the local legal organ as required by Georgia law.

SO RESOLVED, this 8th day of October, 1998.

**BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA**

BY:


Chairman

ATTEST:


Clerk

ENROLLMENT

March 26 1999

The Committee of the House on Journals has examined the within and finds the same properly enrolled.

Robert Roy
Chairman

Thomas Murphy
Speaker of the House

Robert Rivers Jr.
Clerk of the House

[Signature]
President of the Senate

Frank Eldridge Jr.
Secretary of the Senate

Received [Signature]
Secretary, Executive Department

This 26 day of March 19 99

Approved [Signature]
Governor

This 9 day of April 19 99

H. B. No. 821 Act No. 92

General Assembly



AN ACT

To create a board of elections and registration for Lee County and provide for its powers and duties; and for other purposes.

IN HOUSE

Read 1st time 3.1.99
Read 2nd time 3.2.99
Read 3rd time 3.3.99

Ayes 91 And Passed Nays 3

Robert Rivers Jr.
Clerk of the House

IN SENATE

Read 1st time 3.4.99
Read 2nd time
Read 3rd time

Ayes 43 And Passed 3/9/99 Nays 0

Frank Eldridge Jr.
Secretary of the Senate

By: Reps. Skipper of the 137th and Hanner of the 159th

AN ACT

To create a board of elections and registration for Lee County and provide for its powers and duties; to provide for definitions; to provide for the composition of the board and the selection and appointment of members; to provide for the qualification, terms, and removal of members; to provide for oaths and privileges; to provide for meetings, procedures, and vacancies; to relieve certain officers of powers and duties and to provide for the transfer of functions to the newly created board; to provide for expenditures of public funds; to provide for compensation of members of the board; to provide for offices and equipment; to provide for personnel and their compensation including a chief election official; to provide for the board's performance of certain functions and duties for certain municipalities; to provide for the repeal of a specific Act; to provide for submission; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Pursuant to subsection (b) of Code Section 21-2-40 of the O.C.G.A., there is created, effective July 1, 1999, the Lee County Board of Elections and Registration, hereinafter referred to as "the board." The board shall have the powers and duties of the former Lee County Board of Elections relating to the conduct of primaries and elections and shall have the powers and duties of the Lee County Board of Registrars relating to the registration of voters and absentee balloting procedures.

SECTION 2.

The terms "election," "elector," "political party," "primary," and "public office" shall have the same meaning as set forth in Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," unless otherwise clearly apparent from the text of this Act, and the term "commissioners" means the Board of Commissioners of Lee County and "county" means "Lee County."

H. B. No. 821

SECTION 3.

(a) The board shall be composed of five members, each of whom shall be an elector and a resident of Lee County and shall be selected in the following manner:

(1) Two members of the board shall be appointed by the chairperson of the county executive committee of the political party whose candidate for president at the last election preceding such appointment received the largest number of votes in the county. Two members of the board shall be appointed by the chairperson of the county executive committee of the political party whose candidate for president at such election received the next largest number of votes in the county. Each appointment shall have been ratified by a majority of the members of each of such respective executive committee voting at a regularly scheduled meeting of such executive committees or a meeting duly called and held for such purpose. In the event such appointments are not ratified by a majority of the members of such executive committees at least 60 days preceding the date on which such members are to take office, then the members of the respective executive committees may appoint such members by a two-thirds' majority of the membership of such executive committees at a regularly scheduled meeting or at a meeting duly called and held for such purpose. In the event the members of said executive committees fail to appoint such members at least 30 days preceding the date on which such members are to take office, such members shall be appointed by the commissioners; and

(2) The fifth member of the board shall be appointed by the commissioners.

(3) The board shall select a chairperson from among its members.

(b) The initial terms of office of the member appointed by the commissioners and one member appointed by the chairperson of the county executive committee of each political party shall expire December 31, 2002, and upon the appointment and qualification of their respective successors. The initial terms of office of the remaining members of the board shall expire December 31, 2000, and

upon the appointment and qualification of their respective successors.

SECTION 4.

The board shall appoint a person to serve as the chief election official of Lee County. Such position shall be full time and such person shall be paid a salary to be set by the board and payable from county funds. The chief election official shall generally direct and control the administration of elections and voter registration in Lee County. The chief election official shall be supervised by the board and shall be subject to removal from office by the board, with or without cause.

SECTION 5.

Each member of the board shall:

- (1) Serve for a term of four years and until a successor is appointed and qualified, except that initial terms of office shall be as provided in subsection (b) of Section 3 of this Act;
- (2) Be eligible to be reappointed to succeed such member and shall have the right to resign at any time by giving written notice of such resignation to the commissioners and to the clerk of the Superior Court of Lee County; and
- (3) Be subject to removal from the board at any time for cause, after notice and hearing, by the judge of the Superior Court of Lee County.

SECTION 6.

- (a) The appointment of each member shall be evidenced by the appointing authority filing an affidavit with the clerk of the Superior Court of Lee County no later than 30 days preceding the date on which such member is to take office, stating the name and residence address of the person appointed and certifying that such member has been duly appointed as provided in this Act. The clerk of the Superior Court of Lee County shall be notified of interim appointments and shall record and certify such appointments in the same manner as the regular appointment of members.
- (b) The clerk of the Superior Court of Lee County shall record each such certification on the minutes of that

superior court and shall certify the name of each member to the Secretary of State and provide for the issuance of appropriate commissions to the members as provided by law for county registrars.

SECTION 7.

In the event a vacancy occurs in the office of any member, before the expiration of a term by reason of removal, death, resignation, or otherwise, the appointing authority which is required under Section 3 of this Act to make the appointment to the office upon expiration of the term shall appoint a successor to serve for the remainder of the unexpired term in the manner set forth in Section 3 of this Act. If the vacancy in office under subsection (a) of Section 3 of this Act is not filled within 60 days after it occurs, the vacancy shall be filled for the remainder of the expired term by the commissioners.

SECTION 8.

(a) The first members of the board under this Act shall be appointed as provided in this Act to take office on July 1, 1999. The board shall take no official action until all members have been certified to the clerk of the Superior Court of Lee County.

(b) Before entering upon the duties of office, each member shall take substantially the same oath as required by law for county registrars and shall have the same privileges from arrest.

SECTION 9.

(a) The Lee County Board of Elections and Registration shall be empowered with all the powers and duties relating to the conduct of primaries and elections as election superintendents pursuant to the provisions of Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code."

(b) The board is empowered with all the powers and duties relating to the registration of voters and absentee balloting procedures as boards of registrars pursuant to the provisions of Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code."

(c) This Act is intended to implement the provisions of subsection (b) of Code Section 21-2-40 of the O.C.G.A. and

shall be construed liberally so as to effectuate that purpose.

SECTION 10.

No person who holds elective public office shall be eligible to serve as a member of the board during the term of such elective public office, and the position of membership of any member shall be deemed vacant upon such member's qualifying as a candidate for an elective public office.

SECTION 11.

Any rule or regulation promulgated by a county executive committee of a political party under the provisions of subsection (c) of Code Section 21-2-111 of the O.C.G.A., with regard to the conduct of primaries, shall be null and void if in conflict with a valid rule or regulation of the board.

SECTION 12.

(a) Nothing in this Act shall be construed to require or prohibit joint primaries or to require or prohibit the commissioners or any other public agency to bear any expense of conducting primaries not otherwise required by law.

(b) The board shall have the authority to conduct municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with the Lee County Board of Commissioners.

SECTION 13.

With the approval of the commissioners, the board shall be authorized to expend public funds for the purpose of preparing and distributing material solely to inform and instruct electors of the county adequately with regard to elections. No material distributed by the board shall contain or express, in any manner or form, any commentary or expression of opinion or request for support with respect to any political issue or matter of political concern.

SECTION 14.

(a) The board shall be authorized and empowered to organize itself, may elect from among its membership a vice chairperson, shall determine its procedural rules and regulations, adopt bylaws, specify the functions and duties

of its employees, and otherwise take such actions as are appropriate to the management of its affairs; provided, however, that no such action shall conflict with general law.

(b) Action and decision by the board shall be by a majority vote of a quorum of the members of the board.

SECTION 15.

(a) The board shall fix and establish by appropriate resolution entered on its minutes directives governing the execution of matters within its jurisdiction. The board shall hold meetings at the county courthouse or at the place of meeting of the commissioners. These meetings shall be held quarterly in years in which there is no county-wide election and monthly in years in which there is a county-wide election. Any specially called meetings held pursuant to the bylaws adopted by the board shall be held only after notification of the time and place of the holding of such meeting has been communicated in writing to the chief election official to provide public notice of the meeting as required by law. All meetings of whatever kind of the board shall be conducted pursuant to Code Sections 50-14-1, et seq. of the O.C.G.A.

(b) The board shall maintain a written record of policy decisions that shall be amended to include additions or deletions. Such written record shall be subject to Code Sections 50-18-70, et seq. of the O.C.G.A.

SECTION 16.

(a) The chairperson of the board of elections and registration shall chair all meetings of the board and be the spokesperson for the board.

(b) Compensation for the members of the board shall be fixed by the commissioners.

(c) All amounts payable under this section shall be paid from the funds of Lee County.

SECTION 17.

Subject to appropriation of funds by the commissioners, the board shall be authorized to expend public funds to provide for such proper and suitable administrative offices and for such clerical assistants and other employees as the board

shall deem appropriate. Compensation for such administrative personnel shall be paid by the board under the county personnel system wholly from county funds. This section shall not be construed so as to require the board to expend any funds simply because they are authorized to do so under this Act.

SECTION 18.

The board shall be responsible for the selection, appointment, and training of poll workers in elections. Such workers shall be appointed, insofar as practicable, from lists provided by the county executive committees of any political party whose nominee for President of the United States received at least 10 percent of the vote in Lee County during the most recent general election for that office. It shall be the responsibility of any such political party to provide said list to the board in a timely fashion and to supplement said list upon a reasonable request to do so.

SECTION 19.

Effective on the date the board can first take official action under Section 7 of this Act, the Board of Elections of Lee County and the Board of Registrars of Lee County shall be relieved from all powers and duties to which the board of elections and registration succeeds by the provisions of this Act and shall deliver thereafter to the chairperson of the board, upon the chairperson's written request, the custody of all equipment, supplies, materials, books, papers, records, and facilities of every kind pertaining to such powers and duties.

SECTION 20.

An Act creating a board of elections for Lee County, approved March 28, 1990 (Ga. L. 1990, p. 464), is hereby repealed in its entirety.

SECTION 21.

It shall be the duty of the governing authority of Lee County to require the attorney therefor to submit this Act for approval pursuant to Section 5 of the federal Voting Rights Act of 1965, as amended. If implementation of this Act is not permissible under the federal Voting Rights Act

of 1965, as amended, then as of July 1, 1999, this Act shall be void and stand repealed in its entirety.

SECTION 22.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 23.

All laws and parts of laws in conflict with this Act are repealed.

STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF LEESBURG, GEORGIA,
RELATING TO THE CONDUCTING OF MUNICIPAL ELECTIONS
FOR THE CITY OF LEESBURG, GEORGIA**

This Contract entered into by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Leesburg, Georgia** (hereinafter referred to as "City of Leesburg") relating to the conducting of municipal elections for Leesburg.

W I T N E S S E T H :

WHEREAS, Lee County and City of Leesburg are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, City of Leesburg conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
3709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, such elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are governmental entities under the laws of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Leesburg in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, in consideration of the premises, and as part of the service delivery strategy of the parties to this Contract entered into pursuant to O.C.G.A. §36-70-20, et. seq., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Lee County Board of Elections and Registration, as established in 1999, shall conduct all elections for the City of Leesburg which are held pursuant to Title 21 of the Official Code of Georgia, Annotated.

2. The Lee County Board of Elections and Registration shall perform all duties imposed upon it by law, either by general statutory law or by local legislation, to conduct such elections, with the exception of the qualification of candidates for any such elections.

3. The cost of conducting any special municipal election or any general election or referendum held at a time other than a time when Lee County is holding a special election, general election, or referendum incurred by the Lee County Board of Elections and Registration shall be submitted to the City of Leesburg within sixty (60) days after the conclusion of any election and any run-off associated therewith, and such cost shall be paid by the City of Leesburg to Lee County no later than thirty (30) days thereafter.

4. As part of the duties of the Lee County Board of Elections and Registration, that body shall perform all duties as Superintendent of Elections for the City of Leesburg during the term of this Contract, with the exception of the qualification of candidates for any such elections.

5. This Contract may be terminated by either party by the giving by any party of thirty (30) days written notice to the other party of its intent to terminate this Contract. In the event of termination, all funds owed by the City of Leesburg to Lee County shall be paid as of the date of termination of the Contract.

6. In addition to the foregoing, with respect to a special election or referendum that is called or required by the governing body of the City of Leesburg, the City shall provide as much notice as is possible with respect to the calling of such special election or referendum and, where appropriate or required by law, the date thereof.

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7. In all events, the Lee County Board of Elections and Registration shall hold all municipal elections for the City of Leesburg, including special elections and referenda, in accord with the provisions of Title 21 of the Official Code of Georgia, Annotated.

8. This Contract constitutes the entire agreement between the parties hereto, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

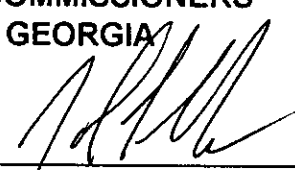
9. This Contract is governed by the laws of the State of Georgia.

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

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the 26 day of May, 1999.

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

BY: _____


Chairman

ATTEST: _____

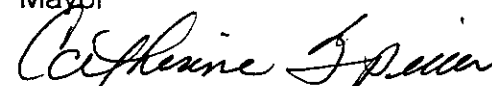

Clerk

THE CITY OF LEESBURG

BY: _____


Mayor

ATTEST: _____


City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
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**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE CITY OF LEESBURG, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH THE HOLDING OF MUNICIPAL ELECTIONS**

WHEREAS, Lee County and the City of Leesburg are presently involved in establishing a service delivery strategy between and among the local government bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, the City of Leesburg conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, the elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are government entities under the laws

of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Leesburg in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:


Chairman

ATTEST:


Clerk

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

**RESOLUTION
OF THE CITY OF LEESBURG, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH THE HOLDING OF MUNICIPAL ELECTIONS**

WHEREAS, Lee County and the City of Leesburg are presently involved in establishing a service delivery strategy between and among the local government bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, the City of Leesburg conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, the elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are government entities under the laws

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Facsimile: (912) 924-6248

of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Leesburg in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Leesburg, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized, and the City Clerk is authorized to attest his signature, upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE CITY OF LEESBURG

BY:

G. S. Boney
Mayor

ATTEST:

Catherine Spence
City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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Telephone: (912) 924-9316
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STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF SMITHVILLE, GEORGIA,
RELATING TO THE CONDUCTING OF MUNICIPAL ELECTIONS
FOR THE CITY OF SMITHVILLE, GEORGIA**

This Contract entered into by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Smithville, Georgia** (hereinafter referred to as "City of Smithville") relating to the conducting of municipal elections for Smithville.

W I T N E S S E T H :

WHEREAS, Lee County and the City of Smithville are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, the City of Smithville conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct

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Telephone: (912) 924-9316
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municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, such elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are governmental entities under the laws of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Smithville in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, in consideration of the premises, and as part of the service delivery strategy of the parties to this Contract entered into pursuant to O.C.G.A. §36-70-20, et. seq., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Lee County Board of Elections and Registration, as established in 1999, shall conduct all elections for the City of Smithville which are held pursuant to Title 21 of the Official Code of Georgia, Annotated.

ELLIS EASTERLIN
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& SKIPPER
ATTORNEYS AT LAW
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Telephone: (912) 924-9316
Facsimile: (912) 924-6248

2. The Lee County Board of Elections and Registration shall perform all duties imposed upon it by law, either by general statutory law or by local legislation, to conduct such elections, with the exception of the qualification of candidates for any such elections.

3. The cost of conducting any special municipal election or any general election or referendum held at a time other than a time when Lee County is holding a special election, general election, or referendum incurred by the Lee County Board of Elections and Registration shall be submitted to the City of Smithville within sixty (60) days after the conclusion of any election and any run-off associated therewith, and such cost shall be paid by the City of Smithville to Lee County no later than thirty (30) days thereafter.

4. As part of the duties of the Lee County Board of Elections and Registration, that body shall perform all duties as Superintendent of Elections for the City of Smithville during the term of this Contract, with the exception of the qualification of candidates for any such elections.

5. This Contract may be terminated by either party by the giving by any party of thirty (30) days written notice to the other party of its intent to terminate this Contract. In the event of termination, all funds owed by the City of Smithville to Lee County shall be paid as of the date of termination of the Contract.

6. In addition to the foregoing, with respect to a special election or referendum that is called or required by the governing body of the City of Smithville, the City shall provide as much notice as is possible with respect to the calling of such special election or referendum and, where appropriate or required by law, the date thereof.

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7. In all events, the Lee County Board of Elections and Registration shall hold all municipal elections for the City of Smithville, including special elections and referenda, in accord with the provisions of Title 21 of the Official Code of Georgia, Annotated.

8. This Contract constitutes the entire agreement between the parties hereto, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

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

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

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the 26 day of May, 1999.

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

BY:


Chairman

ATTEST:


Clerk

THE CITY OF SMITHVILLE

BY:


Mayor

ATTEST:


City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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Telephone: (912) 924-9316
Facsimile: (912) 924-6248

**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE CITY OF SMITHVILLE, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH THE HOLDING OF MUNICIPAL ELECTIONS**

WHEREAS, Lee County and the City of Smithville are presently involved in establishing a service delivery strategy between and among the local government bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, the City of Smithville conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, the elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are government entities under the laws

of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

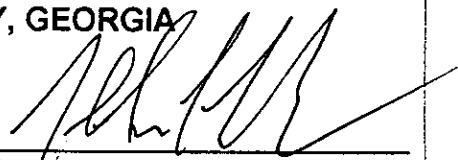
WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Leesburg in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:


Chairman

ATTEST:


Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
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AMERICUS, GEORGIA
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Telephone: (912) 924-9316
Facsimile: (912) 924-6248

**RESOLUTION
OF THE CITY OF SMITHVILLE, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH THE HOLDING OF MUNICIPAL ELECTIONS**

WHEREAS, Lee County and the City of Smithville are presently involved in establishing a service delivery strategy between and among the local government bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, the City of Smithville conducts its own municipal elections pursuant to Georgia law; and

WHEREAS, during the 1999 session of the Georgia General Assembly, the Legislature passed House Bill 821, which creates the "Lee County Board of Elections and Registration" pursuant to O.C.G.A. §21-2-40; and

WHEREAS, said legislation provides Lee County with the authority to conduct municipal elections and primaries for any municipal corporation located within Lee County if such municipal corporation has entered into a contract for that purpose with Lee County; and

WHEREAS, under such legislation, the elections will be conducted by the Lee County Board of Elections and Registration; and

WHEREAS, O.C.G.A. §21-2-45(c) provides that any municipality may authorize any County in which that municipality is wholly or partially located to conduct any or all elections for the municipality; and

WHEREAS, both parties to this Contract are government entities under the laws

ELLIS EASTERLIN
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& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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AMERSTON, GEORGIA
31709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

of the State of Georgia and are authorized to enter into intergovernmental contracts pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983; and

WHEREAS, both parties to this Agreement desire that the Lee County Board of Elections and Registration as established in 1999 conduct the municipal elections for the City of Smithville in accord with Georgia law and in accord with the terms of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Smithville, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized, and the City Clerk is authorized to attest his signature, upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE CITY OF SMITHVILLE

BY:


Mayor

ATTEST:


City Clerk

H

STATE OF GEORGIA
COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF LEESBURG, GEORGIA,
WITH REFERENCE TO THE DONATION
OF LEESBURG'S FIRE TRUCK TO THE
BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

This Agreement entered into by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Leesburg, Georgia** (hereinafter referred to as "Leesburg") for the purpose of the donation of Leesburg's fire truck to Lee County.

WITNESSETH:

WHEREAS, Leesburg presently owns a fire truck which is more particularly described as follows:

1975 Ford F-700 with 750 GPM Pump, VIN No. F75FVX05336;

and

WHEREAS, Lee County and Leesburg are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various government entities within Lee County,

Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, Leesburg no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Leesburg is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, Leesburg desires to transfer the fire truck referred to above to Lee County for such purposes as are outlined in this Agreement.

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

1. That pursuant to the service delivery strategy established between the local governments of Lee County, Georgia, the Board of Commissioners of Lee County shall undertake to provide all fire fighting activities within the incorporated and unincorporated limits of Lee County, Georgia, as of July 1, 1999.

2. That Leesburg shall no longer provide fire fighting services within the City

limits of Leesburg on or after July 1, 1999.

3. That as further consideration for this agreement, Leesburg shall transfer its fire truck described above to Lee County and, upon such transfer, such fire truck shall be the sole and exclusive property of Lee County.

4. That the Mayor is authorized to execute, and the City Clerk is authorized to attest the signature of the Mayor, on any and all such documents as may be deemed necessary or appropriate in order to carry out the terms of this Agreement and, specifically, in order to convey and transfer the fire truck described above to the County, as contemplated by this Agreement.

SO AGREED, this 26 day of May, 1999.

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

BY:


Chairman

ATTEST:


Clerk

THE CITY OF LEESBURG

BY:


Mayor

ATTEST:


City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH DONATION OF FIRE TRUCK
TO BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

WHEREAS, the City of Leesburg presently owns a fire truck which is more particularly described as follows:

1975 Ford F-700 with 750 GPM Pump, VIN No. F75FVX05336;

and

WHEREAS, the Board of Commissioners of Lee County and the City of Leesburg are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various governmental entities within Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, the City of Leesburg no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the

State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the City of Leesburg is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, the City of Leesburg desires to transfer the fire truck referred to above to the Board of Commissioners of Lee County for such purposes as are outlined in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY: [Signature]
Chairman

ATTEST: [Signature]
Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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Telephones: (912) 924-9316
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**RESOLUTION
OF THE CITY OF LEESBURG, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH DONATION OF FIRE TRUCK
TO BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

WHEREAS, the City of Leesburg presently owns a fire truck which is more particularly described as follows:

1975 Ford F-700 with 750 GPM Pump, VIN No. F75FVX05336;

and

WHEREAS, the Board of Commissioners of Lee County and the City of Leesburg are presently involved in establishing a service delivery strategy between and among the various local governmental entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various government entities within Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, the City of Leesburg no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the

State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the City of Leesburg is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, the City of Leesburg desires to transfer the fire truck referred to above to the Board of Commissioners of Lee County for such purposes as are outlined in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Leesburg, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized to execute said contract, and the City Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE CITY OF LEESBURG

BY:

G.S. Bonny
Mayor

ATTEST:

Catherine Spicer
City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMER... GEORGIA
... 1709

Telephone: (912) 924-9316
Facsimile: (912) 924-6248

STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF SMITHVILLE, GEORGIA,
WITH REFERENCE TO THE LEASING
OF SMITHVILLE'S FIRE TRUCK TO THE
BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

This Agreement entered into by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Smithville, Georgia** (hereinafter referred to as "Smithville") for the purpose of the leasing of Smithville's fire truck to Lee County.

W I T N E S S E T H :

WHEREAS, Smithville presently owns a fire truck which is more particularly described as follows:

1968 Chevrolet 60 with 750 GPM Pump, VIN No. CE638F185061;

and

WHEREAS, Lee County and Smithville are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various government entities within Lee County,

Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, Smithville no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Smithville is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, Smithville desires to lease the fire truck referred to above to Lee County for such purposes as are outlined in this Agreement for a period not to exceed fifty (50) years.

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

1. That pursuant to the service delivery strategy established between the local governments of Lee County, Georgia, the Board of Commissioners of Lee County shall undertake to provide all fire fighting activities within the incorporated and unincorporated limits of Lee County, Georgia, as of July 1, 1999.

2. That Smithville shall no longer provide fire fighting services within the City limits of Smithville on or after July 1, 1999.

3. That as further consideration for this agreement, Smithville shall lease its fire truck described above to Lee County for a period not to exceed fifty (50) years in accord with that certain Lease attached to this Contract as Exhibit "A," which Exhibit "A" is specifically approved by the parties hereto.

4. That the Mayor is authorized to execute, and the City Clerk is authorized to attest the signature of the Mayor, on any and all such documents as may be deemed necessary or appropriate in order to carry out the terms of this Agreement and, specifically, in order to lease the fire truck described above to the County, as contemplated by this Agreement.

SO AGREED, this 26 day of May, 1999.

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

BY: _____

Chairman

ATTEST: _____

Clerk

THE CITY OF SMITHVILLE

BY: _____

Mayor

ATTEST: _____

City Clerk

STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT/LEASE AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA,
AND THE CITY OF SMITHVILLE, GEORGIA,
WITH REFERENCE TO THE LEASE OF A FIRE TRUCK
TO THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

This Lease Agreement entered into by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Smithville, Georgia** (hereinafter referred to as "City of Smithville") for the purpose of leasing the fire truck owned by the City of Smithville to Lee County.

WITNESSETH:

WHEREAS, Smithville presently owns a fire truck which is more particularly described as follows:

1968 Chevrolet 60 with 750 GPM Pump, VIN No. CE638F185061;

and

WHEREAS, Lee County and Smithville are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with

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& SKIPPER
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... 709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

respect to services provided by the various government entities within Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, Smithville no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Smithville is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, Smithville desires to lease the fire truck referred to above to Lee County for such purposes as are outlined in this Agreement for a period not to exceed fifty (50) years.

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

1. Pursuant to the Service Delivery Strategy established between the local governments of Lee County, Georgia, Lee County shall undertake to provide all fire

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& SKIPPER
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Telephone: (912) 924-9316
Facsimile: (912) 924-6248

fighting activities in the incorporated and unincorporated limits of Lee County, Georgia, as of July 1, 1999.

2. For the purpose of Lee County using a fire truck presently owned by the City of Smithville, said fire truck being more particularly described above, the City of Smithville hereby leases said fire truck to Lee County as of July 1, 1999.

3. This Lease Agreement shall be for a term of fifty (50) years, commencing on the 1st day of July, 1999, and concluding on the 30th day of June, 2049.

4. Lee County shall pay to the City of Smithville the sum of One Dollar (\$1.00) per year on July 1 of each year, commencing on July 1, 1999, as consideration for the lease of the fire truck herein described.

5. (A) As part of the Lease Agreement, Lee County hereby agrees to operate and maintain such fire truck in as good a condition as it is in as of July 1, 1999, normal wear and tear excepted. In the event that such fire truck, by normal wear and tear, is unable to be used by Lee County for normal fire fighting activities because of the condition of the fire truck, then, at the option of Lee County, this Lease shall terminate and the fire truck shall be returned to the City of Smithville by Lee County.

(B) Lee County further agrees that, during the term of this Lease, the fire truck will be assigned to the Smithville Fire District as long as such Fire District remains in existence.

(C) Lee County further agrees that, during the term of this Lease, Lee County will undertake all necessary steps to add the fire truck, which is the subject of this Lease, to the County's motor vehicle insurance fleet policy as an insured motor vehicle

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in such amounts as may be determined by the County.

6. This Lease Agreement may be terminated by any party by giving of thirty (30) days written notice to the other party of its intent to terminate this Lease Agreement. In the event of termination, all rental amounts then due by Lee County to the City of Smithville shall be paid as of the date of termination of the Lease Agreement, and in the event that such termination occurs on a date other than July 1 of any lease year, then the parties agree to pro-rate the lease payment for the year of termination based upon date of termination hereof.

7. The parties do further agree that the terms and conditions of that certain "Intergovernmental Contract Between the Board of Commissioners of Lee County, Georgia, and the City of Smithville, Georgia, with Reference to the Leasing of Smithville's Fire Truck to the Board of Commissioners of Lee County, Georgia" are incorporated into and made a part of this Lease Agreement.

8. This Lease Agreement constitutes the entire agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

9. This Agreement is governed by the laws of the State of Georgia.

10. Time is of the essence with respect to the provisions of this Lease Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement as of the 26 day of May, 1999.

THE CITY OF SMITHVILLE, Lessor

BY:


Mayor

ATTEST:


City Clerk

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, Lessee

BY:


Chairman

ATTEST:


Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER

ATTORNEYS AT LAW

410 WEST LAMAR STREET

POST OFFICE BOX 488

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**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH LEASING OF FIRE TRUCK
TO BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

WHEREAS, the City of Smithville presently owns a fire truck which is more particularly described as follows:

1968 Chevrolet 60 with 750 GPM Pump, VIN No. CE638F185061;

and

WHEREAS, the Board of Commissioners of Lee County and the City of Smithville are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various governmental entities within Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, the City of Smithville no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983, the parties hereto are authorized to enter into certain

intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the City of Smithville is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, the City of Smithville desires to lease the fire truck referred to above to the Board of Commissioners of Lee County for such purposes as are outlined in this Resolution for a period not to exceed fifty (50) years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:


Chairman

ATTEST:


Clerk

**RESOLUTION
OF THE CITY OF SMITHVILLE, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH LEASING OF FIRE TRUCK
TO BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA**

WHEREAS, the City of Smithville presently owns a fire truck which is more particularly described as follows:

1968 Chevrolet 60 with 750 GPM Pump, VIN No. CE638F185061;

and

WHEREAS, the Board of Commissioners of Lee County and the City of Smithville are presently involved in establishing a service delivery strategy between and among the various local government entities in Lee County, Georgia, pursuant to O.C.G.A. §36-70-30, et. seq.; and

WHEREAS, the parties are required to develop a service delivery strategy with respect to services provided by the various governmental entities within Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, as one of the components of such service delivery strategy, the municipal governments within Lee County and the County government have agreed that the County government will be responsible for all fire fighting activities within the incorporated and unincorporated areas of Lee County, Georgia; and

WHEREAS, as a consequence thereof, the City of Smithville no longer needs its fire truck described above; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the

State of Georgia of 1983, the parties hereto are authorized to enter into certain intergovernmental agreements for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the City of Smithville is authorized, pursuant to O.C.G.A. §36-37-6, to dispose of municipal property without the necessity for bids where such property is transferred to another governing authority for public purposes; and

WHEREAS, the City of Smithville desires to lease the fire truck referred to above to the Board of Commissioners of Lee County for such purposes as are outlined in this Resolution for a period not to exceed fifty (50) years.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council members of the City of Smithville, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized to execute said Contract, and the City Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE CITY OF SMITHVILLE

BY:


Mayor

ATTEST:


City Clerk

STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF LEESBURG, GEORGIA,
RELATING TO THE USE OF THE LEE COUNTY JAIL**

This Contract entered into effective the day and year hereinafter set out between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Leesburg, Georgia** (hereinafter referred to as "City of Leesburg") relating to the housing of prisoners of the City of Leesburg in the Lee County Jail.

W I T N E S S E T H :

WHEREAS, Lee County and City of Leesburg are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Leesburg, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Leesburg; and

WHEREAS, the City of Leesburg does not have a suitable facility to house such

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prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Leesburg the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Leesburg required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Leesburg are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Leesburg ad valorem taxes to the City of Leesburg, which taxes are used, in part, to pay the per diem fee referred to above; and

WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation should be eliminated as part of the service delivery strategy and approved by local governments; and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such jail services to the City of Leesburg for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Leesburg; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

WHEREAS, both parties to this Contract are governmental entities under the laws

of the State of Georgia and are authorized to enter into intergovernmental contracts for joint services, for the provision of services, or for the joint and separate use of facilities or equipment pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983.

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

1. (A) That Lee County, acting through the Sheriff's Department of Lee County, shall, and does hereby, agree to accept prisoners arrested by law enforcement officers of the City of Leesburg, as jail space is available, for incarceration in the Lee County Jail where such prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Leesburg.

(B) In the event that jail space is not available for incarceration of such prisoners in the Lee County Jail, Lee County agrees to accept such prisoners and make all necessary arrangements to transport and transfer such prisoners to another jail facility outside of Lee County which has space available for such prisoners. Lee County shall pay all costs associated with transporting such prisoners to such other jail facility and shall also pay all costs and expenses charged by such other jail facility for housing such prisoner. The other jail facility to which such prisoners are transported and transferred shall be selected by the Sheriff of Lee County, or his designee, in his sole and absolute

discretion.

2. That there shall be no charge by Lee County to the City of Leesburg for providing the services contemplated by the terms of this Contract. In addition, the parties agree that Lee County shall assume all obligations with respect to the payment for medical services, dental services, psychiatric services, and other similar services provided to any prisoner housed in the Lee County Jail on behalf of the City of Leesburg during the time that such prisoner is under the custody or under the control of the Lee County Sheriff's Department.

3. That the cost of all transportation of prisoners from the City of Leesburg to and from the Lee County Jail shall be borne by the City of Leesburg.

4. That the City of Leesburg shall continue to have liability insurance in amounts deemed appropriate by the governing body of the City of Leesburg insuring the City of Leesburg and its officers and agents as to any liability incurred while such prisoners are in the custody of the City of Leesburg.

5. That Lee County shall continue to have liability insurance in amounts deemed appropriate by the governing body of Lee County insuring Lee County and its officers and agents as to any liability incurred while such prisoners are in the custody of Lee County.

6. That subject to the provisions of this Contract, nothing herein shall be deemed or construed to limit the ability or authority of the Sheriff of Lee County to manage the day to day operations of the Lee County Jail and to operate the jail in such

manner as may be required by law.

7. This Contract constitutes the entire agreement between the parties hereto related to this subject matter, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.


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

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

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY: _____


Chairman

ATTEST: _____


Clerk

THE CITY OF LEESBURG

BY: _____


Mayor

ATTEST: _____


City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 458
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**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE CITY OF LEESBURG, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH USE OF THE LEE COUNTY JAIL**

WHEREAS, Lee County and City of Leesburg are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Leesburg, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Leesburg; and

WHEREAS, the City of Leesburg does not have a suitable facility to house such prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Leesburg the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Leesburg required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Leesburg are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Leesburg ad valorem taxes to the City of Leesburg, which taxes are used, in part, to pay the per diem fee referred to above; and

WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation

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should be eliminated as part of the service delivery strategy and approved by local governments:
and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such general services to the City of Leesburg for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Leesburg; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:


Chairman

ATTEST:


Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
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**RESOLUTION
OF THE CITY OF LEESBURG, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH USE OF THE LEE COUNTY JAIL**

WHEREAS, Lee County and City of Leesburg are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Leesburg, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Leesburg; and

WHEREAS, the City of Leesburg does not have a suitable facility to house such prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Leesburg the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Leesburg required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Leesburg are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Leesburg ad valorem taxes to the City of Leesburg, which taxes are used, in part, to pay the per diem fee referred to above; and

and

WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation should be eliminated as part of the service delivery strategy and approved by local governments; and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such general services to the City of Leesburg for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Leesburg; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Leesburg, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized to execute said Contract, and the City Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE CITY OF LEESBURG

BY:

R. S. Boney
Mayor

ATTEST:

Catherine Spillers
City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
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STATE OF GEORGIA

COUNTY OF LEE

**INTERGOVERNMENTAL CONTRACT
BETWEEN THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, AND
THE CITY OF SMITHVILLE, GEORGIA,
RELATING TO THE USE OF THE LEE COUNTY JAIL**

This Contract entered into effective the day and year hereinafter set out between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Lee County") and **The City of Smithville, Georgia** (hereinafter referred to as "City of Smithville") relating to the housing of prisoners of the City of Smithville in the Lee County Jail.

W I T N E S S E T H :

WHEREAS, Lee County and City of Smithville are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Smithville, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Smithville; and

WHEREAS, the City of Smithville does not have a suitable facility to house such

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prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Smithville the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Smithville required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Smithville are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Smithville ad valorem taxes to the City of Smithville, which taxes are used, in part, to pay the per diem fee referred to above; and

WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation should be eliminated as part of the service delivery strategy and approved by local governments; and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such jail services to the City of Smithville for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Smithville; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

WHEREAS, both parties to this Contract are governmental entities under the laws

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of the State of Georgia and are authorized to enter into intergovernmental contracts for joint services, for the provision of services, or for the joint and separate use of facilities or equipment pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983.

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

1. (A) That Lee County, acting through the Sheriff's Department of Lee County, shall, and does hereby, agree to accept prisoners arrested by law enforcement officers of the City of Smithville, as jail space is available, for incarceration in the Lee County Jail where such prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Smithville.

(B) In the event that jail space is not available for incarceration of such prisoners in the Lee County Jail, Lee County agrees to accept such prisoners and make all necessary arrangements to transport and transfer such prisoners to another jail facility outside of Lee County which has space available for such prisoners. Lee County shall pay all costs associated with transporting such prisoners to such other jail facility and shall also pay all costs and expenses charged by such other jail facility for housing such prisoner. The other jail facility to which such prisoners are transported and transferred shall be selected by the Sheriff of Lee County, or his designee, in his sole and absolute

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discretion.

2. That there shall be no charge by Lee County to the City of Smithville for providing the services contemplated by the terms of this Contract. In addition, the parties agree that Lee County shall assume all obligations with respect to the payment for medical services, dental services, psychiatric services, and other similar services provided to any prisoner housed in the Lee County Jail on behalf of the City of Smithville during the time that such prisoner is under the custody or under the control of the Lee County Sheriff's Department.

3. That the cost of all transportation of prisoners from the City of Smithville to and from the Lee County Jail shall be borne by the City of Smithville.

4. That the City of Smithville shall continue to have liability insurance in amounts deemed appropriate by the governing body of the City of Smithville insuring the City of Smithville and its officers and agents as to any liability incurred while such prisoners are in the custody of the City of Smithville.

5. That Lee County shall continue to have liability insurance in amounts deemed appropriate by the governing body of Lee County insuring Lee County and its officers and agents as to any liability incurred while such prisoners are in the custody of Lee County.

6. That subject to the provisions of this Contract, nothing herein shall be deemed or construed to limit the ability or authority of the Sheriff of Lee County to manage the day to day operations of the Lee County Jail and to operate the jail in such

manner as may be required by law.

7. This Contract constitutes the entire agreement between the parties hereto related to this subject matter, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

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

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

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the 26 day of may, 1999.

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

BY:


Chairman

ATTEST:


Clerk

THE CITY OF SMITHVILLE

BY:


Mayor

ATTEST:


City Clerk

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**RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE CITY OF SMITHVILLE, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH USE OF THE LEE COUNTY JAIL**

WHEREAS, Lee County and City of Smithville are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Smithville, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Smithville; and

WHEREAS, the City of Smithville does not have a suitable facility to house such prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Smithville the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Smithville required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Smithville are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Smithville ad valorem taxes to the City of Smithville, which taxes are used, in part, to pay the per diem fee referred to above; and

WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation

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should be eliminated as part of the service delivery strategy and approved by local governments;
and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such general services to the City of Smithville for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Smithville; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Chairman of the Commission is authorized to execute said Contract, and the County Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.

SO RESOLVED, this 26 day of May, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:


Chairman

ATTEST:


Clerk

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**RESOLUTION
OF THE CITY OF SMITHVILLE, GEORGIA,
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
REGARDING SERVICE DELIVERY STRATEGY
IN CONNECTION WITH USE OF THE LEE COUNTY JAIL**

WHEREAS, Lee County and City of Smithville are presently involved in establishing a service delivery strategy between and among the local governmental bodies in Lee County, Georgia, pursuant to O.C.G.A. §36-70-20, et. seq.; and

WHEREAS, at present, Lee County, through the Lee County Sheriff's Department, houses prisoners arrested by law enforcement officers of the City of Smithville, which prisoners are either awaiting release upon bond, awaiting pre-trial procedures, awaiting trial, or convicted of violations of local Ordinances of the City of Smithville; and

WHEREAS, the City of Smithville does not have a suitable facility to house such prisoners in safe and sanitary conditions; and

WHEREAS, Lee County, through the Lee County Sheriff's Department, has been charging the City of Smithville the sum of Fifteen Dollars (\$15.00) per day per prisoner to house such prisoners; and

WHEREAS, as a consequence of the service delivery strategy statute and a review of services provided by Lee County and the City of Smithville required by O.C.G.A. §36-70-20, et. seq., it has been determined that County taxpayers who are residents of the City of Smithville are subject to double taxation to the extent that such County taxpayers pay County ad valorem taxes for the support of the Lee County Jail and also pay City of Smithville ad valorem taxes to the City of Smithville, which taxes are used, in part, to pay the per diem fee referred to above; and

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WHEREAS, O.C.G.A. §36-70-24 requires that, where feasible, such double taxation should be eliminated as part of the service delivery strategy and approved by local governments; and

WHEREAS, Lee County has determined that it will have sufficient funds to provide such general services to the City of Smithville for its prisoners without the necessity of paying the Fifteen Dollars (\$15.00) per diem charge which now results in double taxation to the ad valorem taxpayers of the City of Smithville; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Contract with respect to the matters herein set out; and

WHEREAS, both parties to this Contract are governmental entities under the laws of the State of Georgia and are authorized to enter into intergovernmental contracts for joint services, for the provision of services, or for the joint and separate use of facilities or equipment pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983. NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Smithville, Georgia, and it is hereby resolved by authority of the same, that the intergovernmental contract attached to this Resolution as Exhibit "A" is hereby approved, and the Mayor is authorized to execute said Contract, and the City Clerk is authorized to attest his signature upon such Contract, as well as upon any other documents that may be deemed necessary or appropriate in order to carry out the terms of this Resolution.


SO RESOLVED, this 26 day of May, 1999.

THE CITY OF SMITHVILLE

BY:


Mayor

ATTEST:


City Clerk

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**JOINT RESOLUTION
 OF THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
 THE MAYOR AND CITY COUNCIL OF LEESBURG, GEORGIA, AND
 THE MAYOR AND CITY COUNCIL OF SMITHVILLE, GEORGIA,
 APPROVING THE SERVICE DELIVERY STRATEGY PLAN
 AND AUTHORIZING SUBMISSION OF THE PLAN
 TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, O.C.G.A. §36-70-20, *et. seq.* requires that each County and the municipalities therein execute an Intergovernmental Contract for the implementation of a local government service delivery strategy on or before July 1, 1999, pursuant to O.C.G.A. §36-70-21; and

WHEREAS, the Board of Commissioners of Lee County, Georgia, the Mayor and City Council of the City of Leesburg, Georgia, and the Mayor and City Council of the City of Smithville, Georgia, have negotiated regarding the components of the required service delivery strategy plan during 1997, 1998, and 1999 as required by law; and

WHEREAS, the parties to this Joint Resolution, acting by and through their respective duly elected members, have established a service delivery strategy plan for the parties to this Joint Resolution; and

WHEREAS, each of the parties hereto has reviewed the plan and deem that the plan is in the best interest of their respective citizens and also deem that the plan complies with the requirements of Georgia law with respect to the adoption of such service delivery plan as more particularly set out in O.C.G.A. §36-70-20, *et. seq.*; and

WHEREAS, the parties to this Joint Resolution desire that the service delivery

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strategy plan be submitted to the State of Georgia Department of Community Affairs on or before July 1, 1999, as required by O.C.G.A. §36-70-26.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, by the Mayor and City Council of the City of Leesburg, Georgia, and by the Mayor and City Council of the City of Smithville, Georgia, and it is hereby resolved by authority of the same, as follows:

1. That the service delivery strategy plan more particularly appearing as Exhibit "A" to this Joint Resolution is hereby approved and adopted.

2. That all of the meetings held by the respective governing bodies who are parties to this Joint Resolution were held in compliance with the Georgia Open Meetings Law (O.C.G.A. §50-14-1, et. seq.).

3. That the membership of the Board of Commissioners of Lee County, Georgia, authorized the Chairman of the Board of Commissioners to execute, and the County Clerk to attest his signature, on this Joint Resolution, on the service delivery strategy plan, as Exhibit "A," and upon any and all other documents that may be deemed necessary or appropriate in order to comply with applicable State statutes with respect to the establishment of a service delivery plan as required by law.

4. That the membership of the Mayor and City Council of the City of Leesburg, Georgia, authorized the Mayor to execute, and the City Clerk to attest his signature, on this Joint Resolution, on the service delivery strategy plan, as Exhibit "A," and upon any and all other documents that may be deemed necessary or appropriate in order to comply with applicable State statutes with respect to the establishment of a

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service delivery plan as required by law.

5. That the membership of the Mayor and City Council of the City of Smithville, Georgia, authorized the Mayor to execute, and the City Clerk to attest his signature, on this Joint Resolution, on the service delivery strategy plan, as Exhibit "A," and upon any and all other documents that may be deemed necessary or appropriate in order to comply with applicable State statutes with respect to the establishment of a service delivery plan as required by law.

6. That the parties to this Joint Resolution do further agree to be bound by the provisions of the attached service delivery strategy plan which is approved by this Joint Resolution and do further agree that they will take all necessary and appropriate action to implement such plan, including the passage of Ordinances, the passage of Resolutions, the execution of Agreements, and the payment of such funds as may be required in order to carry out the provisions, purpose, and intent of such plan.

7. That the parties to this Joint Resolution do further agree and acknowledge that such plan cannot be changed, amended, altered, or modified, except by unanimous approval of the three (3) parties to this Joint Resolution.

8. That the parties to this Joint Resolution do further direct that the County Clerk submit the service delivery strategy plan approved pursuant to the provisions of this Joint Resolution to the State of Georgia Department of Community Affairs as required by O.C.G.A. §36-70-26 on or before July 1, 1999, and that copies of such documents as may be submitted in accord with this provision of this Joint Resolution be submitted to the governing body of the City of Leesburg, Georgia, and the governing body of the City of

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Smithville, Georgia.

SO RESOLVED by the Board of Commissioners of Lee County, Georgia, this 26 day of May, 1999.

BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY: [Signature]
Chairman

ATTEST: [Signature]
Clerk

SO RESOLVED by the Mayor and City Council of the City of Leesburg, Georgia, this 26th day of May, 1999.

CITY OF LEESBURG, GEORGIA

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

SO RESOLVED by the Mayor and City Council of the City of Smithville, Georgia, this 27 day of May, 1999.

CITY OF SMITHVILLE, GEORGIA

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

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November 18, 1997
Lee County, Georgia

The Lee County Board of Commissioners, the City of Leesburg Council, and the City of Smithville Council met in a Joint Meeting on November 18, 1997 at 5:30 P.M. in the Administration Building Assembly Room in Leesburg, Georgia.

Those present were Lee County Chairman John L. Leach, III and Commissioners Ray Perkins, Jackie McCorkle, James Mays; City of Leesburg Council Jim Quinn, Debra Long, Morris Leverett, Sidney Johnson, and Mayor R. S. Boney; City of Smithville Council Andy Hopkins, Raymond Williams, Vincent Cutts, and Mayor Jack Smith.

Chairman Leach called the meeting to order at 5:30 P.M. thanked the Cities of Leesburg and Smithville for attending. Chairman Leach then turned the meeting over to County Administrator Randy Dowling.

Mr. Dowling said the purpose of this meeting is to discuss HB 489 Service Delivery Strategy. He said the State law is requiring us to meet to discuss Service Delivery Strategy. Mr. Dowling said basically the intent is that the cities and counties by state law have to get together before December 31, 1997 to initiate this strategy. He said we have to prepare a document and submit it to the state for acceptance. He said if this is not done by July 1, 1999 we will not receive any grants. Mr. Dowling discussed the proposed process. He said in 1995, the Georgia General Assembly created the Georgia Future Communities Commission. He said the goal of this commission was to examine the issues confronting local government, determine what changes are needed to improve their structure and operations, and develop specific proposals to achieve those changes.

Mr. Dowling said by mid 1996, the 30-member commission composed of city officials, county officials, business leaders, and state legislators developed a service delivery strategy proposal. He said during the 1997 legislative session of the Georgia General Assembly, House Bill 489 was passed.

Mr. Dowling said the intent of HB 489 is for local governments to take a careful look at the services they provide to identify overlaps and gaps in service provisions and develop a more rational approach to delivering and funding of services among local governments and authorities in each county. He said the legislation specifically requires each county and each city within the counties to develop and adopt a Service Delivery Strategy.

Mr. Dowling said there are four components of a Service Delivery Strategy which must contain the following:

- 1) Current Service Delivery Arrangements: This section identifies which local government and authorities are currently providing which services to which areas of the county.
- 2) Future Service Delivery Arrangements: This section identifies which local governments and authorities will provide which services to which areas of the county after the new strategy is adopted.
- 3) Funding Sources: This section indicates the funding sources for each service.
- 4) Legal Mechanisms to Implement the Strategy: This section identifies the mechanisms, such as intergovernmental agreements, ordinances, resolutions, etc, to be used in implementing the strategy.

Mr. Dowling said in developing the Service Delivery Strategy, the following items need to be addressed:

- 1) Elimination of unnecessary duplication of services, or an explanation for its existence.
- 2) Elimination of arbitrary water and sewer rate differentials, or a justification for its existence.
- 3) Elimination of double taxation.
- 4) Compatible land use plans.

- 5) Water & Sewer extension consistency with land use plans.
- 6) Resolution of annexation disputes over land use.

Mr. Dowling discussed the Time Frame: July 1, 1997 to January 1, 1998 - county initiates meeting between county and cities with in the county to begin the strategy. July 1, 1998 - a process must be established by this date to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality with the county. And July 1, 1999, a service delivery strategy document must be adopted by resolution.

Current Service Delivery Arrangements and Funding Sources: Mr. Dowling went through the list. Under this section is the funding source and area served. He discussed the services that the county provides to the county only and the services provided by the cities for the cities only. Cathy Spillers, City Clerk referred to the Library and Chamber funding and noted that the City of Leesburg funds these offices also. Under the Utility Authority, Mr. Tommy Coleman said it should be under a loan rather than General Fund and user fees. Mrs. Spillers said the curbside solid waste collection is also user fees and general fund. She then stated that the Sewer treatment, Water treatment and distribution is user fees only, and does not come out of the general fund of the City of Leesburg. Mayor Jack Smith said they have mosquito spraying for the City of Smithville also. Changes were noted to be corrected by Mr. Dowling for the proposed strategy process.

Mr. Dowling discussed the county's service delivery arrangement and funding sources, then going through the City of Leesburg's with changes being as follows: For the City of Leesburg, Mrs. Spillers said the curbside solid waste collection is funded by their general fund and user fees and the sewer treatment is funded solely by user fees; and the water treatment & distribution is funded solely by user fees; and the utility billing is funded by user fees only. For the City of Smithville, Mayor Smith added Mosquito control funded by the general fund for the unincorporated area.

Mr. Dowling said the county provides 20 services to both the incorporated area (2,664 citizens) and the unincorporated area (22,278 citizens for a total of 24,942 citizens). He said funding for these 20 services comes mostly from the county's general fund. Several of the 20 services have additional funding sources such as the E911 Center (\$1.50 per month telephone surcharges), road paving and resurfacing (1% SPLOST), and driveway pipe installation, use of the inert waste landfill, parks and recreation, and emergency medical services (user fees). Mr. Dowling said the county also provides six other services to the unincorporated area citizens only (collection of property taxes, mosquito spraying, magistrate court, curbside solid waste collection, and utility billing). Funding for these six services comes from the General Fund and/or user fees. Mr. Dowling said the county also provides election services to the unincorporated area citizens and to one of the incorporated cities. He said the county's Board of Elections conducts all unincorporated area elections and the City of Smithville elections. Mr. Dowling commented that Smithville reimburses the county for all their election expenses. He said the City of Leesburg conducts their own municipal elections. Mr. Dowling said lastly, the county partly funds five other services that are offered to both the incorporated and unincorporated area citizens through other agencies such as the state or independent boards (welfare services, library, health/mental health services, agricultural extension services, and the chamber of commerce). He said funding for these comes from the county's General Fund. Mrs. Long, City of Leesburg said the city also funds the Chamber and the Library. Mr. Dowling then went through the county's authorities, the Utility Authority and the Industrial Development Authority.

He said the City of Leesburg provides nine services to its 1,831 citizens only (law enforcement, road and right-of-way maintenance, curbside solid waste collection, elections, mosquito spraying, municipal court, collections of property taxes, utility billing, and sewer treatment services). Funding for these nine services comes solely from city funds and/or user fees from city residents. Mrs. Spillers discussed the magistrate court difference between the county and cities. City Attorney Tim Davis said he did not think the magistrate court would be considered an overlap.

Mr. Dowling said the City of Smithville provides eight services to its 833 citizens only (law enforcement, road and right-of-way maintenance, municipal court, collection of property taxes, utility billing, water treatment and distribution, sewer treatment, and curbside solid waste collection). He said none of these services are provided outside the city limits. Mr. Dowling said funding for these services comes solely from the City of Smithville's funds and/or user fees from city residents.

Mr. Dowling said it appears that a duplication of services exists between the county and the cities. He said upon further analysis, that is not the case in most of the services. He said law enforcement, road and right-of-way maintenance, mosquito spraying, and municipal court are services provided by both the county and cities. He said however, the cities provide these services at a higher level to its citizens than the county is able to provide and each jurisdiction's geographic service areas do not overlap. He said these services are not considered duplicate services.

Mr Dowling then discussed the services that could be considered duplicate or inefficiently provided that warrant further discussion to ensure that they are provided in the most efficient, effective, and responsive manner possible.

Mr. Dowling discussed proposals for eight services that might be duplicate or at a minimum inefficiently provided:

- 1) The City of Leesburg chooses to conduct its own municipal elections when the county operates and funds an Election Board: Proposal: Make the Election Board a true county-wide Board to conduct all county and municipal elections on a reimbursement basis.
- 2) Curbside solidwaste collection through three agreements: Proposal: Consolidate the three agreements into one agreement and consolidate the utility billing function into one department. (Correction for City of Leesburg, Mrs. Spillers said they also receive a 5% franchise fee).
- 3) Water Treatment / Distribution and/or Sewer Treatment Rates: Proposal: Establish a true county-wide Utility Authority to provide all city and county citizens with water and sewer services.
- 4) City of Leesburg charges higher water rates to the unincorporated area citizens (Cannon Subdivision). Proposal: Determine if the unincorporated area water rates are arbitrarily high.
- 5) Fire Trucks: the two cities own their own fire trucks even though the cities operate under a county-wide fire department: Proposal: Have the cities give the county-wide fire department ownership and control of all fire trucks.
- 6) The two cities bill and collect their own property taxes even though the county funds the Tax Commissioner's office who bills and collects the unincorporated area's property taxes as well as the incorporated and unincorporated area's auto and mobile home taxes: Proposal: Have the cities contract with the Tax Commissioner to bill and collect the cities' property tax for a fee.
- 7) The county provides property tax collections, mosquito spraying, and magistrate court services to the unincorporated area only using general funds. Proposal: Find other revenue sources other than general funds to fund these services to eliminate the double taxation issue.
- 8) All three jurisdictions have different zoning and land use categories and regulations: Proposal: Have all three jurisdictions have the same zoning and land use categories and regulations for consistency since the county's planning department now works out of three books.

Mr. Dowling said that is the Service Delivery Strategy in a nut shell. Mr. Dowling said if changes are not made for the Services Delivery Strategy, we need a good reason why to the Department of Community Affairs.

The floor was open for discussion.

City of Leesburg's Attorney, Mr. Tim Davis said the City of Leesburg questions the water and sewer overlapping and asked where is the duplication. He said the City is handling these services and very happy doing so. Chairman Leach said he did not think its called an overlap or duplication in some cases, but the city serves Cannon S/D which is in the county. Mrs. Spillers said in the book overlapping is if the county and city has a water line side by side, and that is not the case here because the county does not have any water or sewer lines in that area. Mr. Coleman suggested a contract between the cities and county so that this does not happen. Chairman Leach said from what he understands, it may not be an overlap, but an inefficiency in services because of the labor to maintain. Jim Quinn said he may see that mosquito spraying could be considered overlapping.

Mayor Smith, Smithville Mayor questioned why cities should have to pay jail fees. Mrs. Spillers said we are already paying user fees for a lot of these services that we are already paying taxes for. Mayor Smith said we are billed by the Sheriff's Department and send the Sheriff money when we have to lock someone up in the county jail.

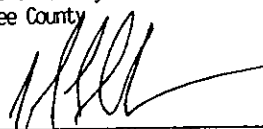
Mayor Boney said the City of Leesburg is interested in the fire department issue. The Boards discussed the volunteer fire department. Mr. Perkins said the time is coming when the county will be needing full-time fire departments in certain areas of the county.

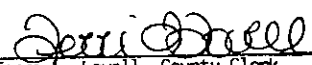
Langford Holbrook, County Planner said the zoning is an issue due to three different zonings for cities and county. He said we are working out of three separate zoning books and felt that the cities and county could have the same zonings as the county, since the county planning department is handling the zonings for the cities. Mr. Davis, City Attorney said in part the City of Leesburg is satisfied with the way its being done now.

Chairman Leach said the county and cities will get back together in the very near future to work out some of these proposals and issues each city and the county are concerned with.

After discussion, the meeting was adjourned at 6:35 P.M.

Board of County Commissioners
of Lee County


John L. Leach, III, Chairman


Terri L. Lovell, County Clerk

January 20, 1998
Lee County, Georgia

The Lee County Board of Commissioners, the City of Leesburg Council, and the City of Smithville Council met in a Joint Meeting Regarding House Bill 489 Service Delivery Strategy. Those present were Lee County Board of Commissioners Chairman John L. Leach, III and Commissioners Ray Perkins, Jackie McCorkle, and James Mays. Commissioner Cynthia Hunkele was not present. Those present for City of Leesburg were Mayor Bob Boney, and Council Members Sidney Johnson, Bob Wilson, Jim Quinn, J.C. Henderson and City Clerk Catherine Spillers. Those present for City of Smithville were Mayor Jack Smith and Council Member Andy Hopkins.

Chairman Leach called the meeting to order at 6:00 P.M. as a continuation of the November 18, 1997 joint meeting.

Mr. Dowling explained that this is our second meeting regarding HB 489 Service Delivery Strategy. He explained that the changes requested from the previous meeting have been made.

He said changes included adding services provided by the City of Leesburg to include Library, Chamber of Commerce and the City of Smithville to add Library, Chamber of Commerce and Mosquito spraying.

He said we have already done one requirement of state law by meeting on November 18, 1997 before the deadline. He said now by July 1999 we have to finish this document up. Mr. Dowling said the eight items in question, now we must decide which of these items we want to pursue or not pursue. He said once we completed, then we prepare the necessary documents agreeing to items in question.

Mr. Bob Wilson, City of Leesburg after we are finished and worked out all the details how do we do away with double taxation and will this affect the city's 19% LOST and Smithville's 12%. Chairman Leach said no, the LOST is something that is negotiated and has nothing to do with this.

Mr. Dowling said we have received information from ACCG, GMA, and DCA. He said some of the information has pros and cons of why we should and should not be doing this.

Mr. Wilson discussed the two charges the city charges. Mr. Dowling said the city charges the Cannon Subdivision different rates and said the question is why those rates. Mr. Wilson said one because they don't pay city tax. Mr. Perkins asked if they receive other services through the city besides water. Mr. Wilson replied no. Mr. Dowling asked was there a rate study done to prove the water rates charged outside the city are reasonable and not arbitrary. Was there an analysis done. Mr. Perkins said someone from the city said an engineering firm did complete a survey. Chairman Leach said he feels the state is considering larger areas than one (1) small subdivision. He then added that he would like to see the Utility Authority and the Cities work together at some point regarding water and sewer. Chairman Leach said the cities have to have equipment and staff as the county does, and it seems there could be something worked out together to have the same people looking out for the same thing. Mr. Wilson said personally he had no problem with that. He said he would like to see the county have water and sewer for the growth that we are having. Mr. Perkins said if the county by working out an arrangement with the city to acquire the City of Leesburg's system and branch out from the city and the city line south we could ultimately meet in the middle. Mr. Perkins added that he did not know about the operations of the city's charter. Mr. Wilson said he wondered long range if was there a legal way of forcing smaller cities to yield to the county in a situation like that. Chairman Leach said most times, Lee County is unique because in some cities and counties, the cities handle all the services, but the county and the cities have spread out. He mentioned that the Leesburg has all the schools here and that's tough, and mentioned that as soon as we can get water and sewer in other parts of the county, then Leesburg would have some relief in the Southern end of the county. Chairman Leach said this would require

some discussion and mentioned that eventually Leesburg will see Albany. Mr. Wilson said there has been discussion of consolidation of governments. Mr. Perkins said if the county could acquire the city's system, then legislation could possibly relieve the city of some of the criteria in order to maintain their charter. Mayor Smith said each charter is different in ways of what service they do provide. Chairman Leach said water and sewer is very important to Lee County in the future. He then asked what capacity does the City of Leesburg have in the sewage treatment plant. Mayor Boney said we don't like to much from being loaded, but did not know the capacity. City Clerk Spiller said we have 700 customers using 250,000 gallons a day and 14,000 gallons a day dumped into the creek. She said our permit calls for 400,000 gallons. Mr. Johnson said it's high because of the ground water level. Chairman Leach said at the time that the city is to capacity, that may be a time when we need to do some sort of joint venture in a spray field with the City of Leesburg. Chairman Leach told Mayor Smith that the Utility Authority will eventually need to work with the City of Smithville also. Mayor Smith said we have one of the best water systems around. He said treatment and repair has been expensive. Chairman Leach said the problems we are having is when EPD won't allow anymore discharge, is finding land to have a spray field. He said we can't survive without sewer. Mayor Boney said Leesburg is going to have to make plans for an additional water tank with all the growth we have had. Mr. Perkins asked each body how they feel about water and sewer being consolidated. Mr. Wilson said we need to go ahead and knock out as many of the items listed as we can and felt that making utilities the last item to discuss. He said personally he feels that the city does not make any money, but are obligated to serve the people. Mr. Perkins said if the city is in opposition, there may be no need to pursue it. Mr. Wilson said that was his opinion, but also would like to know what the other council members have to say. Mayor Smith said it would be a hot potato right now. Mayor Boney replied that there won't be an answer tonight but he is willing to look at it later. Mr. Quinn asked what the going rate for a water system is now - \$5 Million? Chairman Leach said not with 700 customers. Mr. Quinn said we do make money off that system. Chairman Leach said eventually we will all have to work together and unless EPD does some drastic changes, dumping into the creek is soon over. Mayor Smith said EPD will make some changes and felt that are other issues the EPD will change.

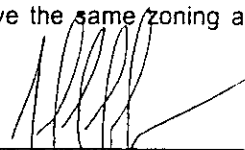
Conclusions:

The Boards discussed the following conclusions:


- 1) The City of Leesburg chooses to conduct its own municipal elections when the county operates and funds an Election Board. Mr. Dowling said we propose to make the Election Board a true county-wide Board to conduct all county and municipal elections on a reimbursement basis. Mr. Dowling mentioned that the City of Smithville already has an agreement with the county regarding their elections. Mr. Wilson said he sees no problem contracting with the county. Mr. Hopkins said we've had no problems since the county started handling the elections for the City of Smithville. Mayor Smith said he thought the normal election is great but felt that the run-off is expensive. Chairman Leach explained that whatever the cost is to have the election is what the county would charge. Mr. Dowling explained that is because there were no other elections, but Smithville. City Clerk Spillers said she did not have a problem with the county doing this but was afraid contracting with the county might be more expensive, because the City of Leesburg handles theirs economically. Mr. Hopkins said it's a lot less trouble for the City of Smithville. Mayor Smith said we like the county handling the elections. Mr. Johnson asked how much would the county contract for and charge the cities. Chairman Leach said we would share the cost. Mr. Johnson asked where is the money that he pays into the county going to fit into the services. Mr. Perkins said it will not fit in there at all pertaining to an election because your election only pertains to the city. Mrs. Spillers said under the election laws the cities and counties now, are required to hold their elections at the same time. She said if the county is having an election and the city happens to have one, the only expense of the city would have is the ballots. Mrs. Spillers said in that case, the city would not have to pay for workers, so without the run-off it would be cheaper. Mr. Perkins said this would be a benefit to the city.

Chairman Leach noted everyone seems pretty much in agreement.

- 2) All three jurisdictions provide curbside solid waste collection through three separate long-term contracts with the Solid Waste Management Authority of Crisp County. Mr. Dowling said the proposal is to consolidate the three agreements into one agreement and consolidate the utility billing function into one department. He said each entity receives 5% franchise fee. Mr. Dowling said the county citizens pay \$12.90 per month; Leesburg citizens pay \$12.75 per month and Smithville citizens pay \$12.45 per month. Chairman Leach said each pays \$\$12.45 to the Solid Waste Management Authority. Mr. Hopkins said Smithville receives an up-front charge on all garbage bills in case people move out. Chairman Leach said the county's problem with collection is that we don't have water everywhere to make the people pay their bills or we cut their water off if they don't. He said each city has that capability. Mr. Perkins said we need to agree to this in concept and work out the details of the rate later. Mr. Wilson said we need to move forward. The Boards discussed the indigent charges. Mayor Smith asked about having the county bill water and sewer separately. Chairman Leach said we need to bill it all to keep from duplicating.
- 3) The Board discussed the water treatment / distribution earlier in the meeting.
- 4) The Boards discussed the higher water rates to the unincorporated area citizens earlier in the meeting.
- 5) The two cities own their own fire trucks even though the cities operate under a county-wide fire department. Mr. Dowling proposed to have the cities give the county-wide fire department ownership and control of all fire vehicles. Mr. Quinn said the City of Leesburg's attorney advised them not to give the truck to the county because the citizens paid for it. Mr. Perkins said a committee has been formed to look into a full-time county-wide fire department. He said the committee envisions departments at U.S. 82, Century and Redbone areas with the rest of the county volunteer firemen as now.
- 6) The two cities bill and collect their own property taxes even though the county funds the Tax Commissioner's office who bills and collects the unincorporated area's property taxes as well as the incorporated and unincorporated area's auto and mobile home taxes. Mr. Dowling proposes to have the cities contract with the Tax Commissioner's office to bill and collect the cities' property taxes for a fee.
- 7) The county provides property tax collections, mosquito spraying, and magistrate court services to the unincorporated area only using general funds. Mr. Dowling proposes to find other revenue sources other than general fund to fund these services to eliminate the double taxation issue.
- 8) All three jurisdictions have different zoning and land use regulations and categories. Mr. Dowling proposes to have all three jurisdictions have the same zoning and land use categories and regulations for consistency.



 John L. Leach, III, Chairman



 Terri L. Lovell, County Clerk

Adopted: March 2, 1998

Lee County, Georgia
May 12, 1998

The Lee County Board of Commissioners, City of Leesburg Council and the City of Smithville Council met on Tuesday, May 12, 1998 at the Grand Island Restaurant on Ledo Road at 6:00 P.M. Chairman Leach called the meeting to order. Chairman Leach said the original plan was to have dinner first and then have our meeting, but the restaurant misunderstood, so we will have our meeting first since Jim Quinn, Lee County Ledger is present.

Those present were: Chairman John L. Leach, III and County Commissioners Cynthia Hunkele, Ray Perkins, Jackie McCorkle and James Mays and County Attorney Jimmy Skipper; City of Leesburg Mayor Bob Boney and Councilmen Bob Wilson, Sidney Johnson, Morris Leverett, Jim Quinn and Attorney Tim Davis; City of Smithville Mayor Jack Smith and Councilmen Andy Hopkins, Vincent Cutts, and Griffin Dismuke. Randall Dowling, County Administrator and Tern Lovell, County Clerk and City Clerks Catherine Spillers and Loretta Young were also present.

Chairman Leach said the purpose of this meeting is to review the HB 489 Service Delivery Strategy and discuss SPLOST-III.

SPLOST-III: Mr. Dowling said a referendum was held on November 2, 1993 to determine if the county's 1% SPLOST-I should be continued for another five years. During that referendum, a total of 1,831 citizens voted - 1,411 (77%) for the SPLOST and 420 (23%) against the SPLOST. He said at the time of the referendum, the county had 7,440 registered voters, therefore, the referendum had a 25% voter turnout rate. He said since the referendum was approved, SPLOST-II went into effect on April 1, 1994 and will be in effect until March 31, 1999.

Mr. Dowling said the SPLOST-II funds were specifically earmarked by the Board of County Commissioners for three purposes: (1) roads and bridges - years 1 through 4; (2) parks and recreation - years 1 through 5; (3) criminal justice center - years 1 through 5;

Mr. Dowling said SPLOST-II Revenues from April 1, 1994 to current (February 1998), the county has received a total of \$3,158,314 or an average of \$67,198 per month or an average of \$806,376 per year in SPLOST-II funds. Mr. Dowling said as of April 20, 1998, the SPLOST-II checking and investment accounts totaled \$1,687,993. He said it is projected that all of the funds remaining in the SPLOST-II accounts are needed to complete the projects listed. He said in addition, all of the revenue that is generated during the last year of the five year SPLOST-II period, (April 1, 1998 through March 31, 1999) has been earmarked for the new criminal justice center.

Mr. Dowling then discussed SPLOST-III. He said SPLOST-II will expire on March 31, 1999. Therefore, to continue the 1% SPLOST without interruption, a referendum should be scheduled for Tuesday, November 3, 1998 to determine if the voters want to continue the SPLOST for another five years. He said SPLOST is a county tax and comes from the Department of Revenue to the county. Mr. Dowling then proceeded to inform the Boards of the process that will need to be taken by the Board of County Commissioners in accordance with O.C.G.A. 48-8-110 through 48-8-122. (1) Notify and meet with the two incorporated municipalities to discuss the possible projects for inclusion in the referendum, the collection period up to a maximum of five years, and the maximum cost of the projects which will be the maximum amount of net proceeds to be raised by the tax. He said the meeting or meetings must be held at least 30 days prior to the issuance of the call for the referendum. He said if the projects for the municipalities are included in the referendum, a contract between the county and the municipalities must be prepared and approved stating those projects. (2) After meeting with the two municipalities, deciding how the tax proceeds will be used, deciding the collection period, and calculating the maximum amount to be raised by the tax, the Board of County Commissioners should pass a resolution containing the information and forward it to the election superintendent and the U.S. Department of Justice. He said the U.S. DOJ has a 60 day approval period. Mr. Dowling

said the election superintendent will then issue a call for the election and publish a notice of the election in the county's official organ, the Lee County Ledger, once a week for four weeks in accordance with state law. He said the election would be held on Tuesday, November 3, 1998 and if the referendum fails, another referendum could not occur until twelve months later.

Mr. Dowling discussed the nine legal uses of the SPLOST-III Revenue. He said based on the preceding SPLOST -II collection trend, assuming natural business growth, and being generally conservative, Lee County can expect to receive about \$88,000 per month, \$1,056,000 per year, or \$5,280,000 over the maximum five year period in SPLOST-III revenue. He said in addition, the Georgia Department of Transportation will match every county SPLOST dollar spent on road projects with \$0.75 of state funds thereby greatly extending the county's SPLOST funds. Mr. Dowling said SPLOST-III allocated funds to the cities is \$250,000 for the City of Leesburg and \$250,000 for the City of Smithville noting that the money falls under the nine legal uses only.

Mr. Dowling informed the Boards that in accordance with O.C. G.A. 21-5-30.2 (b), the county or department of the county or persons acting on behalf of the county or any department of the county shall not make directly or indirectly, any contribution to any campaign committee, political action committee, or political organization, or to any candidate. In layman's terms, the county cannot spend any public funds to obtain passage of SPLOST-III. He said elected officials may speak on behalf of the SPLOST-III program, but public funds may not be spent for advertisements, flyers, mailings, or any other promotion on behalf of voting for the SPLOST. He said if the Board decides to promote the SPLOST-III referendum, a civic or business group such as the Chamber of Commerce can provide the leadership necessary to educate the citizens of the SPLOST-III program. Chairman Leach asked if a county building could be used to hold a town hall meeting. Mr. Perkins said we already use these buildings for various meetings and organizations. Mr. Skipper said it would be according to the policy set forth to use these buildings, but there is no law that says one way or the other, it just says you cannot use county funds to promote or object to this kind of thing. He said he has never heard of anyone getting into trouble by using a county building for a public meeting for this type of meeting. Mr. Skipper said the county commission or the city councils could not say we are going to have a meeting to promote the referendum but could say they are in favor or not, but it could be a public meeting run by someone else. Mr. Perkins said we could give the pros and cons. Mr. Dowling said the Chamber of Commerce has volunteered to educate people regarding the SPLOST but could not promote or take a stand on it. Mr. Skipper agreed stating that they are a tax exempt just a church and could not take a position on a political issue, or else they could lose their tax exempt status. Mr. Dowling said they could be form a sub-committee. Mr. Dowling said the Chamber is willing to write newspaper articles to educate people on the SPLOST-III. Mrs. Hunkele said they wrote individual letters on the last SPLOST-II using their funds. Mr. Perkins said since we do subsidize the Chamber, he was not sure that he would recommend that. Mr. Dowling said basically tonight, we need to decide if anyone is comfortable with the program. He said if everyone is in agreement, the County Attorney could prepare a contract for the May 28, 1998 commission meeting. Mr. Hopkins questioned the Capital projects for the benefits of all county citizens and asked if Smithville is part of Lee County. Mr. Dowling said yes. Mr. Hopkins said he has noticed that there are a lot of projects in other districts and wanted to know if that was an oversight. Mr. Dowling said no. Mr. Hopkins asked why Smithville is not included in the new fire/ems stations planned. Mr. McCorkle said Smithville could use their money to do that. Mr. Perkins said Smithville/Chokee has a little more protection now from the prison that other areas. Chairman Leach said other than that, it is one of the more sparsely populated areas of the county. Mr. Hopkins said he realizes that there are not a whole lot of people but there are people there. Chairman Leach told Mr. Hopkins that if he would look at the road list we are paving more miles in Smithville than anywhere else and noted that he had not heard any comments about that. Mr. Hopkins said he sees a few on the list in that area. Mrs. Hunkele said adding up the miles, there's over 7 miles in the Smithville district. Mr. Cutts said once we are given the money, can't we do what we want with it. Chairman Leach said yes. Mr. Dowling said the money is over a five (5) year period, not a lump sum. Mr. Dowling asked Mr. Skipper once we determine an amount of money, what is the

penalties for raising more or less. Mr. Skipper said none, if you raise less, then you have less, and if you raise more, then you have more. Mr. Dowling said there is a penalty for not raising high enough. Mrs. Hunkele said it seems you're better off raising it high. Mr. Skipper said the typical thing is are these priorities in order. He then suggested prioritizing the lists since the order sometimes makes a difference. Mrs. Hunkele said as things are going along we have looked at the list periodically and readjusted as needed. Chairman Leach said he understands that if we raise \$5.2 million in three years and if we run out we would have to have another referendum. Mr. Skipper said he would have to research that statute but he believes that's the way it is. Mr. Quinn said the school board did shoot high. Mr. Dowling said he has checked the referendum, the actual ballot question and there is not a maximum amount in there. He asked do we have to put a maximum amount in there. Mr. Skipper said if you want to put it in the actual ballot for x number of dollars then you are limiting yourself. Mr. Quinn asked if the county receives more, does the cities receive more. Mr. Perkins said you will receive actually wants in this for you, \$250,000. Mayor Boney said we would get 25%. Chairman Leach said Leesburg receives 19% and Smithville receives 13%. Mayor Smith said if more is raised, then the cities get more than the \$250,000. Chairman Leach said this is not a percentage, but a number. Mr. Skipper said LOST is something that is negotiated with the cities regarding percentages, not SPLOST. Chairman Leach said up till now, the cities have never had to be asked about it. Mr. Wilson asked how does the county arrive at \$250,000 and how do you allocate it to the cities. Chairman Leach said we would have to come up with a way to allocate X number of dollars out of the monthly received. Mr. Skipper said the county would enter into a intergovernmental contract as to what each city would use the money for. Mr. Dowling said the county is responsible if the cities do not comply with the nine legal uses. Mr. Skipper will prepare an intergovernmental contract for the May 28th commission meeting.

HB 489-Service Delivery Strategy: Mr. Dowling said this is the same as the last meeting other than the minutes have been attached. Mr. Skipper said an annexation resolution needs to be prepared and discussed that a process must be established by July 1, 1998 to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county. He said the law requires the cities to come up with a process by July 1, 1998 to come up with the process to resolve an objection from the county. Mr. Skipper said the RDC has prepared a proposed draft of the process resolution. It was agreed that Mr. Skipper, Mr. Davis, and Mr. Coleman will get together to review and workout this resolution.

Mr. Wilson said the City of Leesburg has discussed the HB489 and agreed to items 1, 5, & 8 of the proposed duplicate services. (1) Make the Election Board a true county-wide Board to conduct all county and municipal elections on a reimbursement basis. (5) Have the cities give the county-wide fire department ownership and control of all fire vehicles. (8) Have all three jurisdictions have the same zoning and land use categories and regulations for consistency. Mr. Wilson said the City of Leesburg does not feel the rest of the list is duplicated services.

Mr. Dowling said the county is already doing Smithville's elections on a reimbursement basis. Mayor Smith said Smithville is already doing 1 & 8 and would like more time to consider #5. Mayor Smith said personally he agreed to #5 but would like for the truck to stay in the city. Chairman Leach said it would because it would still be run by volunteers at this time.

Mr. Dowling said we will not have to have another meeting but will need the cities project types so as to prepare the documents necessary for the May 28, 1998 meeting.

Chairman Leach asked what happens if we have water in the county and the city annexes into part of the county and we own the water system? Mr. Morris said we would need to enter into a contract. Mr. Perkins said if the city does not have water there and the county puts water in, it should be a no-brainer. Mr. Skipper said one jurisdiction cannot supply services in another jurisdiction without an agreement. Mayor Smith said we would need an agreement. Mr. Leverett said this council cannot bind the next council. Mr. Skipper said you can with an intergovernmental agreement for x number of years. Chairman Leach

said there is going to come a time eventually when the county and city water systems will be connected. Mayor Smith said he had been contacted by a contractor that wants to install water system from Smithville to Leesburg.

Mayor Boney discussed that the City Council received complaints about the recreation department playing softball games until 2:30 A.M. He said the people that came are not against playing ball and having recreation for our children. He said the problem they had was the late night playing, children hollering, and the lights. Mayor Boney said these people claimed that they had to work and couldn't even go to sleep with all the noise. Mr. Leverett said they suggested playing on the back field late at night since those lights are not as bad. Mayor Boney said playing until 2:00 A.M. is a little late to play ball and he realizes that it does not happen to often. Mr. Wilson said these were some young children there playing too. Mayor Boney said especially on Saturday night when they get up and go to church on Sunday morning. Mr. Dowling said that was a fund raising program held that weekend and should only happen four or five times a year that tournaments are held. Chairman Leach said he agrees we can do something about it, but without the ball fields in Leesburg, it would dry up and blow away. Mayor Boney said we want the ballfields and the people that came to our meeting, they supported the recreation department, but their problem was having the games some other time other than 2:00-2:30 in the morning. Chairman Leach said whenever tournaments are held, that is when we get people into our community to spend their dollars. Mr. Quinn said not at Mr. Leach's store at 2:00 A.M. and Chairman Leach replied well they will until 12:00 midnight. Mr. Quinn said four or five times a year brings four or five times the problem. Chairman Leach said we could address that and if we don't have any tournaments, then we won't have any. Mr. Leverett said you cannot kill all the fun because two or three people don't like it and he agreed with Chairman Leach because recreation is something we need in this community and we don't have tournaments to often. Mr. Perkins told the Leesburg Council if they think they received a lot of calls about this, kill the recreation program and see who calls. Chairman Leach said there are not that many tournaments scheduled for this year. Mr. Johnson asked couldn't they play on the back field. Mrs. Lovell said the county has bid on a State Tournament for later this summer. Mr. Dowling said our facilities are so nice that we are attracting state wide tournaments. Chairman Leach said he has played in tournaments that did last until midnight, but he this is not something that is going to happen every night or every week. Mr. Dowling said this is the first tournament we have had this year. Mr. Wilson said our complex was not built to attract out of state tournaments or out of county people, but it was built for our citizens. He said an occasional tournament should be acceptable. Mr. Wilson said renting our complex out to out of county people, they are not going to treat our complex nice like our own would. Mr. Johnson said they would have to abide by the same regulations that the county has set up. Mr. Perkins said these people will spend money in our businesses, stores, restaurants, etc. Mr. Wilson said his point was that the complex was not built just to attract out of town people. Mr. Perkins said to a degree it is, because those complexes were built to specification so we could attract tournaments, which is always a goal for recreation departments. Mr. Quinn said when the complex was built, residents were assured that there would not be games played past 11:00 P.M. Chairman Leach told Mr. Quinn he has made his point.

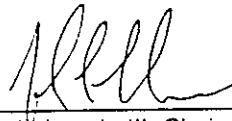
Chairman Leach said while the council wanted to fuss, the county commission would like to fuss a little. He told Mayor Boney to not take this wrong, that he did not have a problem naming the Senior Citizen Center after Mayor Boney, that is the way it should be. Chairman Leach said he does feel like the County was left out of the loop by not even being asked if the name suited them. Mr. Wilson said this originated from the RDC, Bill Richards, the city did not have anything to do with it. Mr. Wilson said he does not know why they did not consult the county and he asked that same question, if the county was consulted. Chairman Leach said the county basically read about it in the paper. He said he did not have a problem with the name and would have voted for it, but the county should have been asked to participate. Mr. Wilson said he cannot argue with that. Mr. Johnson said personally that he apologizes for that. Mr. Perkins said according to the paper, it suggests that the county was only needed for the money to help get the project and grant request started and then the county was not needed anymore. Mr. Wilson said that was not the cities attitude. Mr. Wilson said this center is for people 60 and older in the

entire county. He said he personally felt that the county should have been consulted. Chairman Leach said he was in the building last week and it is a nice building. Mayor Smith said we endorsed the Senior Citizen Center. Mr. Leverett said the building should be open in about four weeks. Mr. Leverett said he apologized for this and he personally thought that Mr. Richards had contacted the county and they should have been.

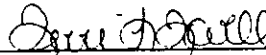
Chairman Leach said the county will look at the ballfield situation. Mr. Wilson said he feels that the people there feel that this is the start of something. Mr. Perkins suggested de-annexing those two fields. Mr. Wilson asked what kind of statement is that. Mr. Perkins said it would solve the cities problem if they did not have any control over it. Chairman Leach said the county and cities have always gotten along and he would like to see that relationship continue.

The meeting was adjourned at 7:30 P.M. and the boards have dinner.

Board of County Commissioners
Lee County, Georgia



John L. Leach, III, Chairman



Terri L. Lovell, County Clerk

September 28, 1998
Lee County, Georgia

The Lee County Board of Commissioners and the City of Leesburg Mayor and Council and the City of Smithville Mayor and Council met on Monday, September 28, 1998 in the Administration Building Assembly Room in Leesburg. Those present were County Commissioners Chairman John L. Leach, III and Commissioners Cynthia Hunkele, Ray Perkins, Jackie McCorkle and James Mays; City of Leesburg Mayor Bob Boney and Councilman J.C. Henderson, Sidney Johnson, Morris Leverett, Debra Long and Jim Quinn; City of Smithville Mayor Jack Smith and Councilman Andy Hopkins.

Chairman Leach called the meeting to order at 6:00 P.M. The Board reviewed the Service Delivery Strategy and the minutes of the November 18, 1997, January 20, 1998, and May 12, 1998 Service Delivery Strategy meetings.

Chairman Leach said the City of Leesburg has agreed to items 1,5, & 8 of the proposed duplicate services. (1) Make the Election Board a true county-wide Board to conduct all county and municipal elections on a reimbursement basis; (5) Have the cities give the county-wide fire department ownership and control of all fire vehicles; (8) Have all three jurisdictions have the same zoning and land use categories and regulations for consistency. Mayor Boney said we are still in agreement.

Chairman Leach noted that the City of Smithville did not agree on item 1 regarding the fire truck ownership. Mayor Smith said we are not sure yet, but might be interested. He then noted that we are already doing items 1 & 8. Mayor Smith said we have no objections but would like to discuss it further. Mayor Smith said the county has a truck in Smithville and he always assumed that there would be two trucks in Smithville.

Mr. Dowling said this needs to be completed by July 1, 1999, but he would like to have it concluded by Thanksgiving.

Mr. Perkins asked if there is any other part of HB489 that the county and cities can agree on. Mayor Smith asked about mosquito spraying for Leesburg. Mayor Boney said the city also sprays for mosquitos. Mayor Smith said Smithville also sprays along with the County in Smithville. Chairman Leach said we have had complaints all over the county. Mr. Perkins said this could be addressed in the next budget year about aerial spraying.

Mr. Skipper mentioned that on the Elections, the resolution that the County passed combining the Board of Elections and Registrars also applies to the City of Leesburg and City of Smithville. Two are appointed from the Democratic Party, Two from the Republican Party and One appointed by the County.

Chairman Leach said it would make it much cleaner to agree on items 1,5, & 8. He said once all this is agreed to the three attorneys can get together to finish up. Mr. Johnson asked if each municipalities would be able to have a member on the election board. Chairman Leach said he did not know, but the person appointed by the County could very well be from the City.

Mr. Dowling asked if we would need a statement explaining why Leesburg charges higher water rates to the unincorporated citizens, would that conclude HB489 requirements. Mr. Skipper said he thought so.

Mayor Boney said the City of Leesburg agrees on 1,5, &8. Mayor Smith said we tentatively agree.

Other Business: Mr. Wilson asked when the new by-pass will be opened. Chairman Leach said he was not sure, but they are getting close to finishing. Mayor Boney said he appreciates the county and cities working together and he's proud of the relationship.

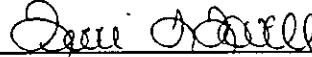
Mayor Smith agreed, stating both sides have made improvements.

With no further business to discuss, Mr. Perkins made a **MOTION** to adjourn. Motion carried, all voting yea. The meeting was adjourned at 6:15 P.M.

Board of County Commissioners of
Lee County, Georgia



John L. Leach, III, Chairman



Terri L. Lovell, County Clerk

Adopted: October 8, 1998

May 26, 1999
Lee County, Georgia

The Lee County Board of Commissioners and the City of Leesburg Mayor and Council and the City of Smithville Mayor and Council met on Wednesday, May 26, 1999 in the Administration Building Assembly Room in Leesburg. Those present were County Commissioners Chairman John L. Leach, III and Commissioners Cynthia Hunkele, Billy Mathis, Jackie McCorkle and James Mays, Jimmy Skipper, County Attorney, County Administrator Randy Dowling and County Clerk Terri Lovell; City of Leesburg Mayor Bob Boney and Councilman J.C. Henderson, Sidney Johnson, Morris Leverett, Debra Long and Jim Quinn; City Clerk Catherine Spillers and Leesburg Attorney; City of Smithville Mayor Jack Smith and Councilman Andy Hopkins, Attorney Tommy Coleman. Chairman Leach called the meeting to order at 6:00 P.M.

Chairman Leach welcomed everyone to the meeting and noted the reason we are here is to discuss HB 489 Service Delivery Strategy. He stated that he understands there are a few minor items and noted that he hopes everything will work out tonight so that we can approve this subject to Attorneys working out this details.

Mr. Dowling said basically this is a revised copy of submittal. He said on page 10 there are seven (7) issues that we have talked about and some what agreed to.

Issue # 1: The City of Leesburg Elections. Mr. Dowling said the solution to issue # 1 is the City of Leesburg agree to have the county's Board of Elections conduct all of its municipal elections on a cost reimbursement basis. Mr. Dowling said the solution is the City of Leesburg agree to have the county's Board of Elections and Registration conduct all of its municipal elections on a cost reimbursement basis. He said this action would make the county's Board of Elections a true county-wide Board. He said in addition, the county's newly combined Board of Elections and Registration will take effect on July 1, 1999 (Legal Mechanism E, F. & G) If the cities have a special election, then the cities would reimburse the county for expenses. The Boards then reviewed the Intergovernmental Contract for Conducting Elections. Mr. Skipper suggested paragraph 3 (page 50) be changed to "The cost of conducting any special municipal elections or any general election or referendum held at a time other than when Lee County is holding a General Election or Special Referendum incurred by the Lee County Board of Elections and Registration shall be submitted to the City of Leesburg or City of Smithville within sixty (60) days after the conclusion of any election and any run-off associated therewith, and such cost shall be paid by the City of Leesburg or Smithville to Lee County no later than thirty (30) days thereafter". Mr. Wilson said the City of Leesburg is having an election this November. The county will conduct the City of Leesburg election this November 1999 with reimbursements and the City of Leesburg will do their own qualifying of candidates. Mr. Skipper noted that is already in the resolution on page 52, paragraph 2 and noted a change. Discussion was held that the City of Leesburg is on a different election schedule than the county and the City of Smithville. Solution is to go through local legislation to change the City of Leesburg's election schedule to be the same as the county. It was noted that the City of Smithville is on the same election cycle as the county. Mr.

Dowling said the County will hold the City of Leesburg's November 1999 election and the City of Leesburg will reimburse the county for expenses incurred.

Issue # 2: The City of Leesburg charges higher water rates to the unincorporated area citizens. Mr. Dowling said the solution is Lee County and City officials have reviewed the water rates charged to the unincorporated area citizens by the city and have determined that the rates are not arbitrarily higher than the fees charged to the customers receiving such services who are located within the city limits.

Issue # 3: The two cities own their own fire trucks even though the cities operate under a county-wide fire department. Mr. Dowling said the two cities would give their fire trucks to the county's fire department so that the trucks can be used in the county-wide fire department. (Legal Mechanism H and I) Chairman Leach said the City of Smithville has decided to lease their 1968 Fire Truck to the County for \$1.00 per year. Mayor Smith said that way the truck will stay in Smithville and the county would maintain it. Mr. Skipper said the county could lease the truck from the City of Smithville for 50 years.

Issue # 4: All three jurisdictions have minor differences in their zoning and land use regulations and categories. Mr. Dowling said the solution is the two cities agree to amend their zoning and land use regulations and categories to have the same or compatible zoning and land use regulations and categories as the county for consistency by December 31, 1999. The Planning Department will get with the cities once a draft is proposed. Everyone agreed to the concept.

Issue # 5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and water treatment and distribution. Mr. Dowling said the Lee County Sheriff's office provides law enforcement services to the entire county including the two cities. He said however, the two cities have their own police departments which patrol each cities' corporate limits but not the unincorporated areas. He said the Sheriff's Office has an overlapping service area but the city police departments do not. He said this situation is not considered a duplication of services because the cities' police departments provide a higher level of law enforcement services within the city limits than the county can provide. Mr. Dowling said the county provides road and ROW maintenance for all roads within the unincorporated areas of the county. The two cities (Leesburg and Smithville) also provide road and ROW maintenance for all roads within their corporate limits. He said, however, the county also maintains city roads on an as-needed basis because the cities do not have the equipment the county has. He said, therefore, the overlapping service area has overriding benefits. Mr. Dowling said the City of Leesburg provides water treatment and distribution to its city residents and a limited number of unincorporated area residents. He said the city serves an area outside the city limits with water service because the county is not able to serve that area at this time. He said therefore, the overlapping service area has overriding benefits.

Issue # 6: The Cities of Leesburg and Smithville do not have jail facilities and use the county's

facilities and pay a per diem for each of their inmates. Mr. Dowling said the solution is the Lee County jail is supported by the county's General Fund. He said the General Fund receives a part of its revenue from both city and county residents through their property taxes. He said in addition, the county charges the cities a per diem for each of their inmates. Therefore, the city residents are being double taxed for this service. He said the county has agreed not to charge the cities a per diem for their inmates (Mechanism J and K). Chairman Leach questioned the medical or special need expenses that could be incurred by city inmates. Discussion held regarding the expenses incurred if an inmate is transferred to another facility due to over crowding. After discussion, paragraph 2, page 80 was to be deleted and the attorneys will work together on it and amend it.

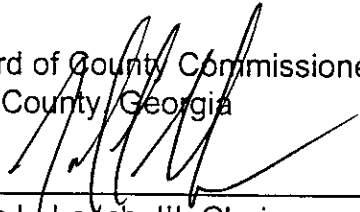
Issue # 7: Mosquito spraying, library, chamber of commerce, and the senior citizen center are public services funded by each of the three governmental entities with overlapping revenue sources. Mr. Dowling said Lee County, City of Leesburg, and the City of Smithville officials have reviewed the funding levels of each of the four services listed above and have determined that those funding levels are satisfactory to each entity. Mr. Skipper said the answer we have proposed is that each entity has looked at this and wants to leave it the way it is.

Chairman Leach suggested that the 120-day extension be sent in so that the attorneys can work on this document and have another meeting new documents are drawn by the attorneys.

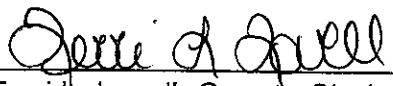
Mr. Jim Quinn made a **MOTION** to Approve the Joint Resolution of the Board of Commissioners of Lee County, Georgia, the Mayor and City Council of Leesburg, Georgia, and the Mayor and City Council of Smithville, Georgia, Approving The Service Delivery Strategy Plan and Authorizing Submission of The Plan To The Georgia Department of Community Affairs Subject to the Attorneys Working Out the Minor Details Discussed. Mayor Smith seconded and motion carried, all voting yea.

With no further business to discuss, Mr. Hunkele made a **MOTION** to adjourn. Motion carried, all voting yea. The meeting was adjourned at 6:50 P.M.

Board of County Commissioners of
Lee County, Georgia



John L. Leach, III, Chairman



Terri L. Lovell, County Clerk

Adopted: May 26, 1999