GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR Lee

L. COUNTY

PAGE 1

L GENERAL INSTRUCTIONS

- 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.
- List each local government and/or authority that provides services included in the service delivery strategy in Section II below
- 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.
- For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
- Complete one copy of the Summary of Land Use Agreements form (page 3).
- 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).
- 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 fiscal guvernments (including cities located partially within the county) and authorities that provide services included in the service

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

111. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

Fur each service litted liere, a separate Summury of Service Delivery Arrangements form (page 2) must be completed.

Probate and Superior Gourt Services Magistrate Court Services Tax Assessments Law Enforcement (Sheriff) Jail Facility Coroner Services Indigent Legal Defense Voter Registeration Animal Control Code Enforcement Road and ROW Maintenance Storm Water Management Fire Services and Emergency Mgmt. E-911 Emergency Communications Planning and Zoning Services Building Inspections Parks and Recreation Emergency Medical Services luert Waste Landfill Services Road Paving and Resurfacing Driveway Pipe Installation

Mosquito Spraying

Curbside Inert Waste Collection Tax Collections- Auto and Mobile Homes Utility Billing(water, sewer, garbage, Tax Collections- Property streetlights) streetlights) Alcohol License Issuance Business License Issunace Elections Welfare Services (DFACS) Library Health/ Mental Health Agriculture Extension Service Chamber of Commerce Senior Citizens Center

Curbside Solid Waste Collection

Water Treatment and Distribution Nastewater Treatment Economic Development Services Law Enforcement(City Police) Municipal Court

Cemetery Maintenance

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 thisted at the bottom of the pages changes, this should be reposted to the Department of Community Affairs.

County:	Lee	Service: Probate	and Superior
J. Check the	box that best describes the	agreed upon delivery arrangement for this ser	and Superior Court Services
i mi agivice	Will be ornered a commercial	death of the second of the second	
		- In- manife the set	rvice: Indianeas) by a single service provider. (If this box vice.) Lee County BOC through
1 Service	will be provided only in the	e unincorporated portion of the county by a si or organization providing the service.)	Probate and Superior Court ingle service provider. (If this hox is checked,
[] One or a unincorp	nure cities will provide this parated areas. (If this box is	service only within their incorporated bound checked, identify the government(s), authori	laries, and the service will not be provided in ty or organization providing the service.)
One or n unincorp	iore cities will provide this orated areas. (If this hox is	service only within their incorporated bound: checked, identify the government(s), authorit	aries, and the county will provide the service in ty or organization providing the service.)
[] Other, (If	this box is checked, attacken, authority, or other organical	h a legible map delineating the service area mization that will provide service within each	s of each service provider, and identify the service area.)
2. In developir	g the strategy, were overla no	pping service areas, unnecessary competition	and/or duplication of this service identified?
If these condition bigher levels of or competition	ons will continue under the service (See O.C.G.A. 36-cannot be eliminated).	strategy, attach an explanation for continu 70-24(1)), overriding benefits of the duplicat	sing the arrangement (i.e., overlapping but
If these condition	ons will be climinated unde te them, the responsible pa	r the strategy, attach an implementation sch rty and the agreed upon deadline for complet	nedule listing each step or action that will be
1 3 List each one	Citimant or and aller	114.4	nw the service will be funded (e.g., enterprise thise taxes, impact fees, bonded indebtedness, etc.)
Local Government of	r Authority: Funding Metho		active taxes, impact fees, bonded indebtedness, etc.)
Lee Count		· · · · · · · · · · · · · · · · · · ·	
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4. How will the	ilrategy change the previous		
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NO CI	langes		İ
5. List any formal	service delivery someone		į
Agreement Nune:	and delivery agreemen	is or intergovernmental contracts that will be	used to implement the strategy for this service:
N/A	·	Conducting Farties:	Effective and Ending flates:
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6. What other mer	hanisms (if any) will be		
General Assembly	, rate or fee changes, etc.),	ed to implement the strategy for this service (and when will they take effect?	(e.g., ordinances, resolutions, local acts of the
N/A			
7. Person completi	no forme Backlall	Douling Co	
Phone number: (912) 750-6000	Dowling, County Administr	ator
8. Is this the person	who should be contacted if	Date completed: May 26, 19 by state agencies when evaluating whether pro	99
are consistent with t	he service delivery strategy	y? Tyes one evaluating whether pro	oposed local government projects
o and furname next	nated contact person(s) and	d phone number(s) below:	ł
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 nocessary. 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.

Service will be provided countywide (i.e., including all cities and unincorporated areas by a single service growider, (if this is in schecked, identify the government, subnority or organization providing the service.) Lee County 60C 1A rough is schecked, identify the government of the service only within their incorporated service.) Service will be provided only in the unincorporated portion of the county by a single service provider, (if this bot is checked, identify the government, subnority 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 bot is checked, identify the government(s), subnority 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 only within their incorporated boundaries, and the county will provide the service only within their incorporated organization providing the service in unincorporated areas, (if this bot is checked, identify the government(s), authority or organization providing the service in unincorporated areas, (if this bot is checked, identify the government(s), authority or organization providing the service provider, and identify the government, authority, or other organization that will provide service within each service provider, and identify the government, authority, or other organization that will provide service within each service area. In developing the strategy, were overlapping service area, unnecessary competition and/or duplication of this service identified? In developing the strategy, were overlapping service area, unnecessary competition and/or duplication or this service identified? In developing the strategy will continue under the strategy, attach an explanation for conditions, or reasons that overlapping service areas the service areas of the duplication, or reasons that overlapping service a	County: Lee		
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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 exch question below, attaching additional pages as necessary. If the contact person for this service (listed at the bestom of the page) changes, this should be reported to the Department of Community Affairs.

	County:	Lee	Service:	Tax Assessments		
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	Phone number: (912	· //	Date completed: May	26 1000		1
8	8. Is this the person who	Should be contacted by		- CO 1 1333		
ai	are consistent with the se	rvice delivery strategy?	state agencies when evaluatin	g whether proposed local go	vernment projects	
11	If not, provide designated	d contact person(s) and p	phone number(s) below:			
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Instructions:

Make copies of this form and complete one for each service faired on page 3, Section III. Use exactly the same service names listed on page 4 Answer cash question below, attaching additional pages as necessary. If the contact person for this service (listed at the testion of the page) changes this should be reported to the Department of Community Affairs.

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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make copies of this form and complete one for each service thred 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 button of the page) changes, this should be reported to the Department of Community Affairs.

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}	Lee	Service: Tax Coll	lection- Property
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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.



Instructions:

Make copies of this form and complete one for each service fields on page 1, Section III. Use earnily the same service names instead on page 1.

Answer cash question below, attaching additional pages as necessary. If the contact person for this service fisted at the fourtism of the pages changes, this should be reported to the Department of Community Affairs.

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7. Person completing form; Ra Phone number; (912) 756 8. Is this the person who should be	ndall Dowling, Cour 0-6000 Date comple	nty Administrator _{led:} May 26,1999	
are consistent with the service deli If not, provide designated contact M/A	e contacted by state agencies who	n evaluating whether proposed to	government projects

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make capies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names insted on page 1 should be reported to the Department of Community Affairs.

County: Les Service: Coroner Services	1.00	ا ا		_				
Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service parouler. (If this is service, identify the government, authority or organization providing the service.) Lee County 80C through 1. Service will be provided only in the unincorporated portion of the county by a single service provider. (If this bus 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.) 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.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be service.) One or more cities will provide this service of service (service, and identify the government(s), authority or organization providing the service within each service in the service. (If this box is checked, defending the service within each service in the service in the service within each service in the service will not be service within the county?	1. Cited	k the hox that best	describer the same to the	Service:	Coroner	Service	S	•
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS Instructions:



Aliahe capies of this form and complete one for each service listed on page I, Section III. Use exactly the same service names listed on page I answer each question below, attaching additional pages at necessary. If the contact person for this service (listed at the hottom of the page) changes, this should be reputed to the Department of Community Affairs.

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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 111. 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 (fisted at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County;	Lee					ine bottom of	the page) changes, d
				Service:	Voter Rēgist	ration	
Service	will be	describes the a	reed upon delivery	urangeme	nt for this service:		
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i					•	brosiding the se	rvice.)
unincorp	ore cilies wi Orated areas.	If provide this se (If this box is ch	rvice only within the ecked, identify the	eir incorpo governmen	rated boundaries, and the state of the state	he county will provide to Zalion providing the ser	he service in
l L.J Ulher. (1)	this bon in a						vice.)
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/ /	······································	Funding Method:		ICIED III GICT	axes, franchise laxes, i	mpaci fees, bonded inde	biedness, etc.)
Lee Count	у вос	General	Fund			 -	(5,12.)
							
4. How will the str	alegy change	the previous	···		or funding this service w		
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7. Person completing Phone number: (9	form: <u>Ran</u> 12) 750	<u>dall Dowl</u>	ing. County	Admin	ir+=-+		-
8 Is this the	127 739	-6000	Date completed:	May 26	. 1999		1
are consistent with the	ho should be	contacted by star	e agencies when ev	aluation w	hash		
8. Is this the person wi are consistent with the If not, provide designat	ed contact	ry strategy?]yes □no	earnig W	terner proposed local g	overnment projects	
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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		Sandan	lei-le	
1. Check the hox that best	describes the agree	d upon delivery sesses	Animal Control	
			nit for this service: nincorporated areas) by a sir iding the service.) Lee Co	ngle service provider. (If this box
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unincorporated areas.	(If this box is check	ce only within their incorp ked, identify the governme	orated boundaries, and the so ht(s), authority or organization	ervice will not be provided in on providing the service.)
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Second course of CE CITA	nina(cg),		Lucanon, of 16930113 [ement (i.e., overlapping but hat overlapping service areas
taken to eliminate them, the r	mynated under the s esponsible party an	trategy, attach an implem d the agreed upon deadline	entation schedule listing ca	ch step or action that will be
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Local Government or Authority:	Funding Method:		mpa	ict rees, bonded indebtedness, etc
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4 12				
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		Date completed, May	26 4000	-
Is this the person who should re consistent with the service de not, provide designated contact	be contacted by stat	e agencies when evaluating	whether proposed local gov	rernment projects
f not, provide designated contactN/A	herson(s) and phon	e number(s) below:		

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.

1. Check the box that best	Service: Code Enforcement I describes the agreed upon delivery arrangement for this service:	
an or vice will be near	grided amountained to the second control of	
	rided countywide (i.e., including all cities and unincorporated areas) by a single service prothe government, authority or organization providing the service.) Lee County 80	
Cal Service will be provide	ided only in the unincorporated portion of the county by a single service provider. (If this been, authority or organization providing the service.)	ox is checked.
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unincorporated areas.	ill provide this service only within their incorporated boundaries, and the service will not be a lift this box is checked, identify the government(s), authority or organization providing the	e provided in service.)
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If incse conditions will be all.	iminated under the strategy, attach an implementation schedule listing each step or action responsible party and the agreed upon deadline for completing it.	that will be
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ocal Government or Authority:	Funding Method:	indebtedness, e
Lee County BOC	General Fund	
	Total Talia	
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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

County: Lee	Service: Road and ROW Ma	
I. Check the box that best d	escribes the agreed upon delivery arrangement for this service:	intenance
Service will be provid	ed countywide (i.e., including all cities and unincorporated areas) by a e government, authority or organization providing the service.)	single service provider. (If this hox
Service will be provid	ed only in the unincorporated portion of the county by a single service nt, authority or organization providing the service.)	provider. (If this box is checked,
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or competition cannot be clim	ue under the strategy, attach an explanation for continuing the arm D.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reaso inated),	ns that overlapping service areas
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	Punding Method:	impact rees, bonded indobtedness, el-
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City of Smithvill		
<u>City of Leesburg</u>	General Fund	
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ieneral Assembly, rate or fee cl	ny) will be used to implement the strategy for this service (e.g., ordina nanges, etc.), and when will they take effect?	nces, resolutions, local acts of the
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Person completion to 0 :	undall Decay	
hone number: (912) 759	andall Dowling, County Administrator	
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re consistent with the service de not, provide designated contact	be contacted by state agencies when evaluating whether proposed local fivery strategy? A yes no person(s) and phone number(s) below:	I government projects
— 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.

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

County: Lee				are service (listed at the featurn of the pag	c) chan
	est describer d		rvice: Storm Water angement for this service:	Panagona	
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Instructions:

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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



instructions:

Make copies of this form and complete one for each service listed on page I, 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 as the buttom of the page) changes, this should be reported to the Department of Community Affairs.

 Check the box that best describes the agreed upon delivery a Service will be provided countywide (i.e., including all eischecked, identify the government, authority or organization). 	ilies and unincorporated areas) by a single service provider. (If this be alion providing the service.) Lee County BOC through the elected Sheriff's of on of the county by a single service provider. (If this box is checked, ing the service.)
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w will the strategy change the previous arrangements for provi	iding and/or funding this committee
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n completing form: Randall Dowling, County imber: (912) 759-6000 Date completed:	the process of the effect? Y. Administrator May 26,1999 valuating whether processed based.
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make ropice of this form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 3 Answer each question below, attaching additional pages as nocessary. 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			
	d describeration	Service: Planning	and Zoning Services
X Service will be new	t describes the agreed upon delive	and a server serve tot this serve	ce:
is checked, identify	the government, authority or orga	Il cities and unincorporated i	areas) by a single service provider, all this bur-
identify the government	ent, authority or organization pro	ortion of the county by a sing viding the service)	tle service provider. (If this hox is checked.
One or more nistee	***		
		-	es, and the service will not be provided in or organization providing the service.)
[] One or more cities wi unincorporated areas.	ll provide this service only within (If this box is checked, identify d	their incorporated boundarie ne government(s), authority c	es, and the county will provide the service in or organization providing the service.)
Other, (If this loss is a	hecked, attach a legible map del , or other organization that will pr		
2. In developing the strategy	y, were overlapping service areas,	unnecessary competition an	d/or duplication of this service identified?
If these conditions will conti	nue under the strategy acces		the arrangement (i.e., nvertapping but
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Junus, user fees, general fund	s, special service district revenue:	is service and indicate how in hotel/motel (axes, franchise)	the service will be funded (e.g., enterprise c taxes, impact fees, bonded indebtedness, etc.)
[Funding Method:		milet ices, bonded indebtedness, etc.)
. reg county BOC	General Fund and	Iser Foor	
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4. How will the strategy change			
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5. List any formal service delive	TY agreements or interna-		I to implement the strategy for this service:
Agreement Name:	Contracting Parties	lal contracts that will be used	I to implement the strategy for this services
_ N/A		·	Effective and finding Dates:
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5. What other mechanisms (if -			
Ciencial Assembly, rate or fee ch	anges, etc.), and when will the s	trategy for this service (e.g.,	ordinances, resolutions, local acts of the
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Person completing forms Daz	idali o s.		ŗ
Person completing form: Rar hone number: (912) 759-	<u>idail Dowling, Coun</u> -6000	ty Administrator	
Is this the person who should be	Date complete	d: May 26, 1999	
e consistent with the service deli- not, provide designated control of	contacted by state agencies when	evaluating whether propose	d local government
o	erson(s) and phone number(s) her	ישר)	Boretiment projects
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



lastructions:

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

County: Lee	Service: Build	ing Inspection
1. Check the box that best de	escribes the agreed upon delivery arrangement for thi	is services.
Service will be provide	ed countywide (i.e., including all cities and unincorpe government, authority or organization providing the	
Service will be provide	ed only in the unincorporated portion of the county by st, authority or organization providing the service.)	
[] One or more cities will unincorporated areas. (provide this service only within their incorporated bo If this box is checked, identify the government(s), aut	oundaries, and the service will not be provided in thority or organization providing the service.)
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1 17- 12 1000	, were overlapping service areas, unnecessary compe	
If these conditions will contin higher levels of service (See (or competition cannot be elin	ine under the strategy, atlach an explanation for co. O.C.G.A. 36-70-24(1)), overriding benefits of the duritinated).	ntinuing the arrangement (i.e., overlapping but plication, or reasons that overlapping service areas
If these conditions will be elir	ninated under the strategy, attach an implementatio esponsible party and the agreed upon deadline for con-	on schedule listing each step or action that will be appleting it.
3. List each government or so	thority that will halo to you for this and it was	
Local Government or Authority:	Funding Method:	the state of the s
Lee County BOC	General Fund and User Fees	***************************************
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4. How will the strategy change	the gravious and the state of t	
Na Ch	e the previous arrangements for providing and/or fun	iding this service within the county?
No Change		
5. List any formal service deliv	CEV agreements or intercovery	vill be used to implement the strategy for this service:
Agreement Name:	Contraction Pagies	
N/A		Effective and Ending Dates:
6. What other mechanisms (if	Ony) will be used as in the second	
General Assembly, rate or fee c	any) will be used to implement the strategy for this se thanges, etc.), and when will they take effect?	rvice (e.g., ordinances, resolutions, local acts of the
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See Legal Me	chanisms Aland B	
		J.
7. Person completing form: 8	rangari powijny, county Admini	** * * * * * * * * * * * * * * * * * *
Phone number: (912) 759		1999
	Date confinered	
	he contacted by state agencies when evaluating whet elivery strategy?	ther proposed local government projects
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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, anaching additional pages as necessary. If the contact person for this service (listed as the bostom of the page) changes, this should be reported to the Department of Community Affairs.

County: Lee		S-d- Qaalaa	
1. Check the box that bes	t describes the agreed upon delivery	Service: Parks and Recrea	tion
A SECTION WILL BE DESCRIPTION	triad compression is a second		
		arrangement for this service: cities and unincorporated areas) by a sin nation providing the service.) Lee (
identify the governm	ided only in the unincorporated porti ient, authority or organization provid	on of the county by a single service pro ling the service.)	ovider. (If this box is checked,
[_] One or more cities w unincorporated areas	ill provide this service only within the control of this hox is checked, identify the	neir incorporated boundaries, and the se government(s), authority or organization	ervice will not be provided in On providing the service.)
[] One or more cities wi unincorporated areas.	Il provide this service only within th (If this hox is checked, identify the	eir incorporated boundaries, and the co government(s), authority or organization	unty will provide the service in n providing the service.)
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4. This will the strategy chan	ge the previous arrangements for pro	eviding and/or funding this service with	in the country
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Person complation 5 De	andall N 1:		
hone number: (912) 759	indall Dowling, Count	y Administrator	
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e consistent with the service de	be contacted by state agencies when	evaluating whether proposed local gov	de Primarie
not, provide designated contac	te contacted by state agencies when clivery strategy? \(\text{Xyes} \) no t person(s) and phone number(s) below.	- trappaga rocat gov	eriment brojects
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS Instructions:

Make copies of this form and complete one for each service third on page 1, Section 111. Use exactly the same service names fixed on page 1 Answer each question below, attaching additional pages as nocessary if the contact person for this service (listed as the battern of the page) changes, this should be reported to the Department of Community Affairs.

County: Lee			The second secon	
1. Check the box that bes	I describes the agreed upon delive	Service: Emergency	y Medical Services	
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unincorporated areas.	(If this box is checked, identify th	their incorporated boundarie to government(s), authority o	es, and the county will provide the service in or organization providing the service.)	I
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7. Person completing form: Re	andall nouling o			
Phone number: (912) 759-	andall Dowling, Cou	<u>nty Administrato</u>	ir	
8. Is this the person who should be	Date complete	ed: May 26, 1999		
8. Is this the person who should be are consistent with the service deli If not, provide designated content.	contacted by state agencies when	n evaluating whether proposi	ed local government	
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Instructions:

Make copies of this form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1 Answer each question below, attaching additional pages as nocessary. If the contact person for this service (listed at the footion of the page) changes, this should be reported to the Department of Community Affairs.

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	ill provide this service only within their incorporated boundaries, and the county will provide the service in . (If this hox is checked, identify the government(s), authority or organization providing the service.)
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government, authority	checked, attach a legible map delineating the service area of each service provider, and identify the year or other organization that will provide service within each service area.)
2. In developing the strateg	y, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
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	iminated under the strategy, attach an implementation schedule listing each step or action that will be responsible party and the agreed upon deadline for completing it.
unis, user feet government or a	uthority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise
cal Government or Authority:	uthority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise is, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indetectionss, effecting Method:
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How will the strategy change No Change ist any formal service deliveration. N/A That other mechanisms (if an ral Assembly, rate or fee change). N/A son completing form: Rai number: (912) 759	the previous arrangements for providing and/or funding this service within the county? The previous arrangements for providing and/or funding this service within the county? The previous arrangements for providing and/or funding this service within the county? The previous arrangements for providing and/or funding this service: Contracting Pantes: Effective and Ending Dates: The previous arrangements for providing and/or funding this service: Bifoctive and Ending Dates: The previous arrangements for providing and/or funding this service within the county?
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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 111. Use exactly the same service names listed on page 1 Answer exch question below, anaching additional pages as necessary. If the contact person for this service (listed at the listium of the page) changes, this should be reported to the Department of Community Affairs.

1. Check the box that I				
1.1 c ·	heet deemeke ed.	Service:	Road Paving a	nd.Resurfacing
I M. Activities will be a	est describes the agr	reed upon delivery arrangeme	m for mile scivice;	
is checked, identi	ify the government, a	(i.e., including all cities and i authority or organization prov	nincorporated areas) by a si	ingle service provider. (If this h
Service will be no	avided anto in the			onuth ROC
identify the gover	nment, authority or c	nincorporated portion of the corganization providing the se	ounly by a single service pr vice.)	ounty BOC ovider. (If this box is checked,
[_] One or more cities	s will provide this set	rvice only within their Incom	Orated houndaries and a	ervice will not be provided in
	eas, (II this box is che	rvice only within their incorp ecked, identify the governme	of(s), authority or organizati	ervice will not be provided in on providing the service.)
One or more cities unincorporated are	will provide this ser as. (If this box is che	vice only within their incorpe ecked, identify the governmen	rated boundaries, and the cut(s), authority or organizati	ounty will provide the service is on providing the service.)
Other, (If this boy	is chantal	legible map delineating the ation that will provide service		e provider, and identify the
2. In developing the stra	legy, were overlappir	ng service areas, upnecessary	Compaticio	tion of this service identified?
l_/yes [y no		,	competition author dublica	tion of this service identified?
is these conditions will co ligher levels of service (5) If competition cannot be	ontinue under the stra See O.C.G.A. 36-70-	ategy, attach an explanation 24(1)), overriding benefits of	for continuing the arrang	gement (i.e., overlapping but
f these conditions will be	alimika k			mat overlapping service areas
iken to eliminate them, il	he responsible party	e strategy, attach an impiem and the agreed upon deadline	entation schedule listing ex for completing it	ich step or action that will be
. List each government				
ral Government or Authority	Funding 15-11-1	district revenues, hotel/mote	taxes, franchise taxes, imp	vill be funded (e.g., enterprise act fees, bonded indebtedness, t
ee County Boc	SPLOST F			
	31 2031 F	—— 		
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a see a see a see a see				
				
How will the strategy ch	augo the provi			
	ange the previous arr			
How will the strategy ch No Change	ange the previous arr	rangements for providing and		
	ange the previous arr			
	ange the previous arr			
No Change	ange the previous <u>ar</u> z	rangements for providing and	for funding this service with	in the county?
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No Change	ange the previous <u>ar</u> z	rangements for providing and	for funding this service with	in the county?
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No Change ist any formal service de	ange the previous <u>ar</u> z	rangements for providing and	for funding this service with	in the county?
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page I, 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 as the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Lee			
1. Check the box that best	describes the agreed upon delivery arra	wice: Driveway Pipe I	nstallation
1 AU SCIVILE WILL DE DEDUG	led communidad:		——————————————————————————————————————
	led countywide (i.e., including all citie te government, authority or organization		
(_) Service will be provided identify the government	led only in the unincorporated portion on the authority or organization providing	of the county by a single service pro the service.)	ovider. (If this box is checked,
One or more cities win unincorporated areas.	I provide this service only within their (If this box is checked, identify the gov	incorporated boundaries, and the se ternment(s), authority or organization	ervice will not be provided in on providing the service.)
One or more cities will unincorporated areas.	provide this service only within their if this box is checked, identify the gove	incorporated boundaries, and the co ernment(s), authority or organization	ounty will provide the service in on providing the service.)
Other. (If this box is chargovernment, authority,	ecked, attach a legible map delineatl or other organization that will provide	ng the service area of each service service within each service area.)	e provider, and identify the
2. In developing the strategy	, were overlapping service areas, unnec	cessary competition and/or duplicat	ion of this service identified?
Learnion carrisot tie Cilli	tue under the strategy, attach an expla D.C.G.A. 36-70-24(1)), overriding bent finated),	Lunation of 15420UE	Hat Overlapping service areas
taken to eliminate them, the ri	ninated under the strategy, attach an in sponsible party and the agreed upon de	mplementation schedule listing ea	ch step or action that will be
3. List each government or a	thority that will help to pay for this ser s, special service district revenues, hote Funding Method:		rill be funded (e.g., enterprise
Local Government or Authority:	Funding Method:	mps	ct fees, bonded indebtedness, etc.
Lee County BOC	User Fees		
4. How will the strategy change	the previous and a second		
No Change	the previous arrangements for provid	ing and/or funding this service with	in the county?
5. List any formal service delive	ry agreements or intergovernmental co	integral that will t	
Afterneil Mane:	Contracting Parties:	intracts that will be used to impleme	ent the strategy for this service:
N/A			Effective and Ending Dates:
			
6. What other mechanisms (if a	23.1		
General Assembly, rate or fee ch	y) will be used to implement the strate anges, etc.), and when will they take of	gy for this service (e.g., ordinances	, resolutions, local acts of the
N/A	The state of	iect i	
7. Person completing form: Re	andall news		
	indall Dowling, County	Administrator	
	Date completed	May 26, 1999	
are consistent with the service del	e contacted by state agencies when evaluery strategy?	duating whether proposed local gov	ernment projects
If not, provide designated contact	person(s) and phone number(s) below:		work projects
N/A	· huone neunct(2) 0c10M.		
			

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS lastructions:

Make copies of this form and complete one for each service listed on page 1, Section 117. 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 (tisted at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Lee		Services	U	
1. Check the box that best	describes the agreed upon deliv		<u>Mosquito Spravi</u>	ng
Service will be provi	ded constraints it a light attach	ci A minifettic	nt for this service:	
1			iong the service.)	single service provider. (If this liox
-	and an argument on the	oriding the se	vice.j	rovider. (If this box is checked,
One or more cities wi unincorporated areas,	If provide this service only with (If this box is checked, identify	in their incorp the governme	orated boundaries, and the nt(s), authority or organiza	service will not be provided in tion providing the service.)
[X] One or more cities wi unincorporated areas. Lee County	. If provide this service only with (If this box is checked, identify BOC, City of Lees	in their incorp the governme burg, C	orated boundaries, and the nt(s), authority or organizaty of Smithvil	county will provide the service in tion providing the service.) I e
Other. (If this box is c	hecked, attach a legible map d , or other organization that will	lall-aad db-		
				ation of this service identified?
or competition cannot be eli	minated).	Contents 0	me orbitation, or tessou	ngement (i.e., overlapping but s that overlapping service areas
If these conditions will be el	iminated under the strategy, att responsible party and the agree			each step or action that will be
3. List each government of	orthogica shee will be be a			e will be funded (e.g., enterprise apact fees, bonded indehtedness, etc
Local Government or Authority:	Punding Method:		The state of the s	ipact tees, bonded indebtedness, etc
Lee County 80C	General Fund			
City of Leesburg	General Fund	······································		
City of Smithvil	le General Fund			
4. How will the every	<u> </u>			
No Change	ge the previous arrangements for	or providing a	d/or funding this service v	within the county?
no change				
			•	
5. List any formal service dell	Warry Berramania and Indian	_		
Agrocment Name:	Commission of IntelBodelli	mental contrac	is that will be used to impl	ement the strategy for this service:
N/A	Conducting P	wutt:		Effective and Ending Dates:
				
. What other mechanisms (15				
Jeneral Assembly, rate or fee	any) will be used to implement changes, etc.), and when will th	the strategy fo	e this service (e.g., ordinar	ices, resolutions, local acts of the
	enanges, etc.), sile when will in	ey take cilect?		The state of the
N/A				
	landall Dowling, C	ounty Ad	ministrator	ļ
	9-6000 Date con	nnieted: Maly	26. 1999	
. Is this the person who should be consistent with the service of not, provide designated contra	be contacted by state agencies	when evaluati	ng whether proposed local	government projects
	ct person(s) and phone number(s) below:		ł
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 111. Use exactly the same service names listed on page 1 should be reported to the Department of Community Affairs.

County: Lee	,	Service: Curt	sida Salid	
1. Check the box that best de	scribes the agreed upon deliver	V Strangement for	trie 20114	Waste Collection
Service will be provide	d countywide (i.e., including al.	. ۔:۔۔ بے معاندہ ا		single service provider. (If this box
Service will be provide		dian of the		provider. (If this hox is checked.
One or more cities will unincorporated areas. (I	provide this service only within f this box is checked, identify th	their incorporated to government(s),	boundaries, and the	e service will not be provided in ation providing the service.)
1	the state of the s	A TALCIUMCUMENT	INIDOLITA OL OLGANIA	e county will provide the service in atton providing the service.)
Lee county	BUE, City of Leesb	ourg, City	of Smithvi	פון
Other, (If this box is che	cked, attach a legible map dell or other organization that will pr	lacetica the even		
				ication of this service identified?
or competition cannot be elimi	nated).	.P ocucins of me o	upitestion, or reaso	angement (i.e., overlapping but ns that overlapping service areas
į.	. ,	han generate tot f	outpreung II.	g each step or action that will be
List each government or aut funds, user fees, general funds	hority that will believe a			ce will be funded (e.g., enterprise mpact fees, bonded indebtedness, etc
Authority:	Funding Method:			
Lee County BOC	User Fees			
City of Leesburg City of Smithvill	User Fees			
0107 01 31111111111	e user Fees			
·				
4. How will the exercise the	•			
4. How will the strategy change No Change	the previous arrangements for	providing and/or f	unding this service	within the county?
5. List any formai service delive	ry agreements or intergovernme	ntal contracts that	will be used to imp	dement the strategy for this service:
N/A	Contracting Parti	es:		Effective and Ending Dates:
				
6. What other mechanisms (if an General Assembly, rate or fee ch	ay) will be used to implement the anges, etc.), and when will they	c strategy for this take effect?	service (e.g., ordina	nces, resolutions, local acts of the
N/A	·			
				Į.
7. Person completing form: Re	andall Dowling Co.	كنياسية براجوسية		1
Phone number: (912) 759	0-6000 Dete comp	District Admin	1strator	
		leted: May 26	1999	
8. Is this the person who should be are consistent with the service def If not, provide designated contact	e contacted by state agencies wi ivery strategy? A yes no person(s) and phone number(s)	hen evaluating wh below:	ether proposed loca	I government projects
N/A				



Affaire capies 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.

	·				
I. Clieck the hox that be	st describes the agreed upor	delivery services	Curbside In	ert Waste Coll	ection
Service will be pro	vided countywide (i.e., incl the government, authority	uding all cities	nt for this service;		
a checked, identify	the government, authority	or organization prov	nincorporated areas)	by a single service provid	ler atası
XI Service will be prov	vided only in the unincorpor ment, authority or organizati	ratad =	and the service.)	,	··· (13 till <u>s</u>)
toentify the governe	vided only in the unincorpor nent, authority or organizati vill provide this service only	on providing the c	ounty by a single ser	vice provider. (If this bu-	
One or more cities v	vill provide this	bearing ale zel	lee Cou	inty 800	is checked,
unincorporated areas	vill provide this service only s. (If this box is checked, ide	within their incorpo	rated boundaries, an	d the sent to the	
1	vill provide this service only s. (If this box is checked, idd	many the governmen	i(s), authority or org	anization providing the se	rovided in
I I (Inc. or more side	***				
unincorporated areas	ill provide this service only . (If this box is checked, ide	within their incorpor	ated boundaries, and	the course in	
1 _	ill provide this service only (If this box is checked, ide	my the sovernmen	(s), authority or orga	inization providing the ser	he service i
					vice.)
BOVERNMENT, authority	thecked, attach a legible m r, or other organization that	will provide service	ervice area of each	service provider, and id-	
2. In developing the strateg	y, were overlanning remise				
2. In developing the strateg		arcas, unnecessary o	ompetition and/or de	plication of this service :	
higher levels of service (Car	nue under the strategy, atte	ich an evolenesse	•	4410 3614166 16	Jentified?
If these conditions will conti- higher levels of service (See or competition cannot be elin if these conditions will be ell	U.C.G.A. 36-70-24(1)), ovi	riding benefits of the	or continuing the a	Frangement (i.e., overlan	ning hu
	minated under the store		and the state of the	sons that overlapping serv	ice areas
taken to enminate them, the r	esponsible narry and the	eccects on imbismes	lation schedule lie.	:	
3. List each government or at funds, user fees, general fund local Government or Authority:	alhority that will a	upon deadline fo	or completing it.	a each step or action tha	I will be
funds, user fees, general fund local Government or Authority:	s, special service district re-	for this service and	indicate how the ser-	Vice will be a con-	
ocal Government or Authority:	Funding Method:	endes, notermotel (ixes, franchise laxes	impact fees, bonded inde	nterprise
Lee County BOC	User Fees	·		T == maca muc	nicuness, ei
	7,003				
_					
How will the					
. How will the strategy change	the previous arrangements	for providing and/o	fun H		
. How will the strategy change	the previous arrangements	for providing and/or	funding this service	within the county?	
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				lement the strategy for thi	service:
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				lement the strategy for thi	1 service:
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List any formal service deliver rement Name: N/A	y agreements or intergovery Commetting	amental contracts tha Parties:	t will be used to imp	lement the strategy for this Effective and Ending Dat	les:
List any formal service deliver rement Name: N/A	y agreements or intergovery Commetting	amental contracts tha Parties:	t will be used to imp	lement the strategy for this Effective and Ending Dat	les:
	y agreements or intergovery Commetting	amental contracts tha Parties:	t will be used to imp	lement the strategy for this Effective and Ending Dat	les:
List any formal service deliver rement Name: N/A	y agreements or intergovery Commetting	amental contracts tha Parties:	t will be used to imp	lement the strategy for this Effective and Ending Dat	les:
List any formal service deliver rement Name: N/A	y agreements or intergovery Commetting	amental contracts tha Parties:	t will be used to imp	lement the strategy for this Effective and Ending Dat	les:
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PAGE 2



Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names fisted on page 1.

Answer each question below, statching 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		C + 11+13/1			
1. Check the box that best	describes the agreed upon de	Service: Utilit	y Billing	(water,	sewage,garba
		ment with the second tot this	service:	streeti	ights),
is checked, identify t	ided countywide (i.e., includi the government, authority or	ng all cities and unincorpor Eganization providing the	rated areas) by a s service.)	single service p	rovider. (If this box
Service will be provi	ded only in the unincorporate ent, authority or organization	d portion of the county by providing the service.)	a single service p	tovider. (If this	s hox is checked,
One or more cities	22				
			o a segundar	nou broatmus i	the service.)
(X) One or more cities will unincorporated areas.	Il provide this service only wi (If this box is checked, identi	thin their incorporated bou	ndaries, and the c	Ounty will ora	vide do
ן טטווונץ	DUL, LITY OF LAG	Shura Cit		ing birdainitiß ti	le service.)
	hecked, attach a legible map , or other organization that wi				nd identify the
2. In developing the strategy yes X no	/, were overlapping service as	CRE Upperment			
L] yes [∆] no		annecessary competiti	on and/or duplica	tion of this ser	vice identified?
If these conditions will continuing the levels of service (See or competition cannot be elimit these conditions will be all.)					
If these conditions will be all		, ,		that overlappin	R service areas
If these conditions will be ellitaken to eliminate them, the re	esponsible party and the agree	tach an implementation s ed upon deadline for compl	chedule listing er	ach step or acti	on that will be
					-
funds, user fees, general fund	s, special service district reve	nues, hotel/motel taxes, fra	nchise taxes, imp	will be funded (c.g., enterprise
Lee County BOC	Punding Method:		, ,,,,,,,	et ices, bonge	d indebtedness, etc.)
City of Leesburg	User Fees				
ltv of Smithuill	User Fees				
ity of Smithvill	e User Fees				
. How will the street					
l. How will the strategy change No Change	a the previous arrangements (or providing and/or funding	this service will	 -	
ununge		-	P ma service Will	un the county?	į
•					}
List any formal service delivered N/A	ry agreements or intergovern	meniał contracta that with t			
N/A	Contracting P	ntjes:	e used to impleme	ent the strategy	for this service:
				Effective and Er	iding Itales:
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				·	
What other mechanisms are				<u> </u>	
What other mechanisms (if an eneral Assembly, rate or fee cha	y) will be used to implement	the strategy for this service	(c. p. ordinana	<u> </u>	
N/A	mace, etc.), and when will the	ly take effect?	Co.B., Oldinances	, tesolutions, to	cal acts of the
W A					
Person completing form: Rar one number: (912) 759-	ndall nowline o				
ne number: (912) 759-	6000 D	ounty Administra	itor		1
s this the person who should be		pleted: May 26, 199	9	•	
s this the person who should be consistent with the service deliv it, provide designated contact	contacted by state agencies	vhen evaluating whether pr	Oposed local now	• • • • • • • • • • • • • • • • • • •	. [
of, provide designated contact p	esson(s) and phone and bearing	O Natan	, Incal ROA	ermuent brolec	is
N/A) pelow;			
					

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, statching 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	<u> </u>				
		ervice: A	lcohol License	es Issuance	
Service will be	describes the agreed upon delivery an	tangement f	or this service:		•
	led countywide (i.e., including all cit. ie government, authority or organizat			ingle service provider. (If this be	X
Service will be provid	led only in the unincorporated portion nt, authority or organization providin		•	rovider (If this how to do a second	
	or organization providing	g the servic	t.)	the this box is checked.	
Unincorporated areas.	I provide this service only within thei (If this box is checked, identify the go	ir incorporal Overnment(s	ed boundaries, and the s), authority or organizat	ervice will not be provided in ion providing the service.)	
CM One or more cities will unincorporated areas. (Lee County 800	provide this service only within their If this box is checked, identify the go , City of Leesburg.	r incorporate vernment(s)	ed boundaries, and the co	ounty will provide the service in on providing the service.)	
	ecked, attach a legible map delinear or other organization that will provide			e provider, and identify the	
	were overlapping service areas, unne				
yes 🐧 no	The service areas, unite	ccessary cor	npetition and/or duplicat	tion of this service identified?	
I II III CSC CONDITIONS WILL A	ue under the strategy, attach an expi D.C.G.A. 36-70-24(1)), overriding ber inated),				
I "" "" CONTUINING WILL BA ALL	ninated, ninated under the strategy, attach an a sponsible party and the agreed upon o			ach step or action that will be	
3. List each government as and					l
funds, user fees, general funds	hority that will help to pay for this se special service district revenues, hot funding Method:	rvice and in	dicate how the service u	will be 6	i
Local Government or Authority:	many service district revenues, hot	tel/motel tax	es, franchise taxes, impi	act fees, bonded indebted	J
Lee County BOC			•	e e e e e e e e e e e e e e e e e e e	c.)
City	User Fees				۱ ـ
City of Leesburg City of Smithvill	User Fees				П
- 3 31 311121171118	User Fees][
					11
<u> </u>					П
4. How will the strategy change	the previous arrangements for provi-	ling and to			
No Chan	the previous arrangements for provide	mik micror	unding this service with	tin the county?	ł
No Change					
5. List any formal require data					l
Agreement Name:	y agreements or intergovernmental co Contracting Parties:	ontracts that	will be used to impleme	ent the	
N/A	Contracting Parties:		to ampleme	Effective at a service:	
				Effective and Ending Dates:	
				·	١.
What other mechanism				 	
leneral Assembly, rate or fee che	y) will be used to implement the strate nges, etc.), and when will they take of	gy for this	ervice (e.g. ordina	<u> </u>	
N/A	 will be used to implement the strate nges, etc.), and when will they take e 	ffect?	(c.g., oromances	, resolutions, local acts of the	
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				ł	
Person completing form: Ra	ndali n			ļ	
hone number: (912) 759-	ndall Dowling, County 6000	<u>Admin</u>	İstrator	ì	
				-	
e consistent with the		Juatine wh	ther proposed :	-	
e consistent with the service delive	ery strategy? Nyes no		mer proposed local gov	ernment projects	
and any and any and any and any	ery strategy?				
N/A				į	



lastructions: Make copies of this form and complete one for each service listed on page J. Section III. Use exactly the same service names listed on page J. Answer each question below, attaching additional pages at necessary. If the contact person for this service (listed at the bostom of the page) changes, this should be reported to the Department of Community Affairs. PAGE 2 County: Lee Service: Business License Issuance I. Check the box that best describes the agreed upon delivery arrangement for this service: [2] 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, 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.) (A) 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 guvernment, authority, or other organization that will provide service within each service area.) 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.Q.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas 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 (axes, franchise taxes, impact fees, bonded indehtedness, etc.) Local Government or Authority: 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? 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Effective and Ending Dates: 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local nets 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 (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 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 tissed on page 1. Answer each question below, attaching additional pages as necessary. If the consect 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 de	scribes the agreed upon delivery arrangement for this service:	
Service will be provide	s countywide (i.e., including all cities and unincorporated areas) by a single government, authority or organization providing the service.) Lee Cour Board of Elections	ity ROC through th
Service will be provided identify the government	only in the unincorporated portion of the county by a single service provide, authority or organization providing the service.)	ler. (If this box is checked,
One or more cities will unincorporated areas. (I	provide this service only within their incorporated boundaries, and the servi- f this box is checked, identify the government(s), authority or organization	ice will not be provided in providing the service.)
One or more cities will unincorporated areas, (I	provide this service only within their incorporated boundaries, and the coun this box is checked, identify the government(s), authority or organization	ty will provide the service in providing the service.)
Other. (If this box is che government, authority, o	cked, attach a legible map delineating the service area of each service prother organization that will provide service within each service area.)	provider, and identify the
∐ yes (X) no	were overlapping service areas, unnecessary competition and/or duplication	
or competition cannot be elim		t overlapping service areas
If these conditions will be elin taken to eliminate them, the re	inated under the strategy, attach an implementation schedule listing each sponsible party and the agreed upon deadline for completing it.	step or action that will be
i con toook Bonetal tands	hority that will help to pay for this service and indicate how the service will, special service district revenues, hotel/motel taxes, franchise taxes, impac	I be funded (e.g., enterprise t fees, bonded indebtedness, etc.
Local Government or Authority:	Funding Method:	
Lee County BOC	General Fund and Reimbursement from the c	ities
City of Leesburg	General Fund	
City of Smithvill	e General Fund	
4. How will the strategy change	e the previous arrangements for providing and/or funding this service within	
acione che principal	v. THP FPP INHNIV KNOPA At Elastics	
unincorated area e reimbursement basi	rections and the tity of Smithville electi	005 00 3 000+
of Elections and i	s. Now after the Strategy, Lee County com	bined its Board
	d recondidate the city of Swithsille	lections. nt the strategy for this service:
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
See Legal Mechanis	ms F and G	
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General Assembly, rate or fee c	ny) will be used to implement the strategy for this service (e.g., ordinances, hanges, etc.), and when will they take effect?	resolutions, local acts of the
	Mechanism E	
7. Person completing form: R	andall Dowling, County Administrator	
Phone number: (912) 75	9-6000 Date completed: May 26, 1999	-
8. Is this the person who should are consistent with the service de	be contacted by state agencies when evaluating whether proposed local governments of the proposed local gove	- vernment projects
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 accessary. 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: Nelfar	e Services (D	FACS) /
I. Check the box that best des	cribes the agreed upo	n delivery arrangement for this	service:	
		cluding all cities and unincorpor y or organization providing the		•
		orated portion of the county by ation providing the service.)	a single service provider	r. (If this box is checked,
		nly within their incorporated bo identify the government(s), aut		
One or more cities will p unincorporated areas. (If	ravide this service or this box is checked,	nly within their incorporated bo identify the government(s), auti	undaries, and the county hority or organization pro	will provide the service in oviding the service.)
		e map delineating the service that will provide service within		ovider, and identify the
2. In developing the strategy, [] yes [X] no	were overlapping ser	rvice areas, unnecessary compe	ition and/or duplication	of this service identified?
	D.C.G.A. 36-70-24(1)	, attach an explanation for co), overriding benefits of the dup		
		itegy, attach an implementation he agreed upon deadline for co		step or action that will be
		to pay for this service and indic rict revenues, hotel/motel taxes,		be funded (e.g., enterprise fees, bonded indebtedness, etc.)
ocal Government of Authority:	Funding Method:			
Lee County BOC	General Fun	ıd	<u> </u>	
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	ge the previous arrang	gements for providing and/or fu	nding this service within	the county?
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		itergovernmental contracts that Contracting Parties:		nt the strategy for this service; Effective and Ending Dates:
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		·· 1 4		
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6. What other mechanisms (if General Assembly, rate or fee		implement the strategy for this then will they take effect?	service (e.g., ordinances	, resolutions, local acts of the
11.74				
N/A				
				•
7. Person completing form: f	Randall Dowl	ing, County Admin	istrator	
	59-6000	Date completed: May 21		_ _
 Is this the person who shou are consistent with the service If not, provide designated cont N/A 	delivery strategy?		nether proposed local go	vernment projects
11/1				·



instructions:

PAGE 2

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1		stice below, arts of to the Departs	aching additional pages at ne neat of Community Affairs.	vice curred on page I, Sectlon III, U consary. If the contact person for this	PAC Jse exactly the same service names listed on pacevice (listed at the bottom of the page) change
County: Lee			e.		
1. Check the box	that best de	scribes the at	greed upon dutt.		
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is checked, i	identify the	government,	authority or organizati	on providing the service).	ly a single service provider. (If this bu e County Library Boar
Service will	he provided	ا، -: بناهما		Let	e County Library Boar ice provider. (If this box is checked,
luentily the f	Buactument'	authority or	organization broviqini nutucorporated bottion	of the county by a single servi	ice provider. (If this box is checked.
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higher levels of servi or competition cannot	vill continue vice (See O.C of be elimina	under the str C.G.A. 36-70	rategy, attach an expl -24(1)), overriding ben	anation for continuing the ar efits of the duplication, or rese	Frangement (i.e., overlapping but
If these conditions w taken to climinate the	ill be elimin em, the respo	ated under the	te strategy, attach an i	mplementation schedule listi cadine for completing it.	ng each step or action that will be
J. List cach agree—					
cal Government or Auth	mer topas, si	pecial service	e district revenues, hote	Umotel taxes, franchise taxes.	rice will be funded (e.g., enterprise impact fees, bonded indebtedness, et
ee County B					, met sers, boilded indebledness, et
ity of Lees		<u>General</u> General	Fund		
ity of Smit	hville	General	rund		
			rund		
How will the strateg	y change th	e previous ar	Tangements for provide		
No Chan)ge	,	broald	ing and/or funding this service	within the county?
	ce delivery :	Qreema-4-			
ist any formal servic		Precinent 0	r intergovernmental co	ntracts that will be used to imp	Name
ist any formał servic œment Name:					nement the stratego for this
ist any format servicement Name: N/A		<u> </u>	Compacting Parties:		Effective and Ending Dates:
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Instructions:

Make copies of this form and complete one for each service fisted on page 1, Section 112. 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.

Service will be provided countywide (i.e., including all cities and unincorporated stars by a single service provider. (if this has it she check, identify the government, authority or organization providing the service.) [3] Service will be provided countywide (i.e., including all cities and unincorporated stars by a single service provider. (if this has it schecked, identify the government, authority or organization providing the service.) [4] Service will be provided only in the unincorporated portion of the county by a single service provider. (if this has it schecked, identify the government, authority or organization providing the service.) [5] One or more cities will provide this service only within their incorporated boundaries, and the county will not be provided in unincorporated areas. (if this box is checked, identify the government(s), authority or organization providing the service.) [6] One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service only unincorporated areas. (if this box is checked, identify the government(s), authority or organization providing the service.) [7] One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service unincorporated areas. (if this box is checked, identify the government(s), authority or organization providing the service area of each service provider, and identify the government area. [7] One or more cities will provide this service only within their incorporated boundaries, and the county will provide service area. [8] One or more cities will provide this service only within their incorporated boundaries, and the county will provide service area. [9] One or more cities will provide this service area. [9] One or more cities will provide this service area. [9] One or more cities will provide the service area. [9] One or more cities will provide the service area. [9] One or more cities will provide the service area. [County: Lee			·	me balle) (han
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Answer each question below, seaching additional pages as necessary. If the connect person for this service (listed at the bottom of the page) changes, this thould be reported to the Department of Community Affairs.

County: Lee	2 .		
1. Check the box that best	Service:	Agriculture Ext	ension Service
1 (2) Service will be sensi-	describes the agreed upon delivery arrangement		\\\
į.	ded countywide (i.e., including all cities and un ne government, authority or organization provi	Time to the contract Lee La	MATA Extancias
	led only in the unincorporated portion of the cont, authority or organization providing the ser	, servic	e vider, (If this box is checked,
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Lee County BOC	General Fund		
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4. How will the strategy chang	e the previous arrangements for providing and	Vor funding this service with	in the govern
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7. Person completing form: R	andall Dowling, County Adm	Ministrator	
Phone number: (912) 75	Date completed: May	26 1999	
8. Is this the person who should	he contacted by state asset	1 ,,,,,	
are consistent with the service de	livery strategy? A yes no	whether proposed local gov	ernment projects
ir not, provide designated contact	person(s) and phone number(s) below:		
N/A			

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2



Instructions:

Make copies of this form and complete one for each service listed on page 1, Socilos 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:	Chamber of Commerce
1. Check the box that best des	scribes the agreed upon delivery arrangement	
[X] Service will be provided	d countywide (i.e., including all cities and	unincorporated areas) by a single service provider. (If this box widing the service.) Lee County Chamber of Counter
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City of Leesburg	General Fund	
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Is this the person who should re consistent with the service of not, provide designated conta		luating whether proposed local government projects
f not, provide designated conta	et person(s) and phone number(s) below:	

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, astaching additional pages as nocessary. If the contact person for this service (ilisted as the bostom of the page) changes, this should be reported to the Department of Community Affairs.

County: Lee	Service: Senior Citizens Cen	ter
I. Check the box that best described	ihes the agreed upon delivery arrangement for this service:	
is checked, identify the go	countywide (i.e., including all cities and unincorporated areas) by a single sovernment, authority or organization providing the service.) RS "808" Center and The SW Ge	Boonle Senior orgia council
[] Service will be provided of identify the government, a	only in the unincorporated portion of the county by a single service provide unihority or organization providing the service.)	r. (If this box is checked,
One or more cities will pr unincorporated areas. (If t	ovide this service only within their incorporated boundaries, and the service his box is checked, identify the government(s), authority or organization pr	e will not be provided in oviding the service.)
One or more cities will pr unincorporated areas. (If t	ovide this service only within their incorporated boundaries, and the county his box is checked, identify the government(s), authority or organization pr	will provide the service in oviding the service.)
Other. (If this box is chec government, authority, or	ked, attach a legible map delineating the service area of each service prother organization that will provide service within each service area.)	ovider, and identify the
2. In developing the strategy, v	were overlapping service areas, unnecessary competition and/or duplication	of this service identified?
If these conditions will continu higher levels of service (See O. or competition cannot be eliminated)	e under the strategy, attach an explanation for continuing the arrangem C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that nated).	nent (i.e., overlapping but toverlapping service areas
If these conditions will be clim taken to climinate them, the res	inated under the strategy, attach an implementation schedule listing each ponsible party and the agreed upon deadline for completing it.	step or action that will be
3. List each government or aut funds, user fees, general funds.	horily that will help to pay for this service and indicate how the service wil , special service district revenues, hotel/motel taxes, franchise taxes, impact	l be funded (e.g., enterprise t fees, bonded indebtedness, etc.)
_ 	Punding Method:	
Lee County 80C	General Fund General Fund	
City of Leesburg	deneral runo	
4. How will the strategy chang	e the previous arrangements for providing and/or funding this service withi	n the county?
No Change		
_		
Agreement Nume:	ery agreements or intergovernmental contracts that will be used to impleme Contracting Parties:	Effective and Ending Dates:
N/A		
	any) will be used to implement the strategy for this service (e.g., ordinance changes, etc.), and when will they take effect?	s, resolutions, local acts of the
N/A	•	
7. Person completing form: Phone number: (912) 7	Randall Dowling, County Administrator 59-6000 Date completed: May 26, 1999	<u> </u>
are consistent with the service	d be contacted by state agencies when evaluating whether proposed local g delivery strategy? 【 yes no no not person(s) and phone number(s) below:	overnment projects
N/A		

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make copies of this form and complete one for each service fished on page 1, Section III. Use exactly the same service names listed in page 1. Answer each question below, anaching 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: Water Treatme	nt and Distribution
I. Check the box that best de	escribes the agreed upon delivery arrangement for this service:	
Service will be provide is checked, identify the	ed countywide (i.e., including all cities and unincorporated areas) by government, authority or organization providing the service.)	a single service provider. (If this box
Service will be provide identify the government	ed only in the unincorporated portion of the county by a single service, at the unincorporated portion of the service.)	e provider. (If this box is checked,
	provide this service only within their incorporated boundaries, and if this box is checked, identify the government(s), authority or organ	
One or more cities will unincorporated areas. (provide this service only within their incorporated boundaries, and the first box is checked, identify the government(s), authority or organ	the county will provide the service in sization providing the service.)
	ecked, attach a legible map delineating the service area of each a or other organization that will provide service within each service a	
Lee County U	tility Authority, City of Leesburg, Ci	ty of Smithville
2. In developing the strategy X yes no	, were overlapping service areas, unnecessary competition and/or di	uplication of this service identified?
If these conditions will conti- higher levels of service (See or competition cannot be elli-	nue under the strategy, attach an explanation for continuing the a O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reminated).	strangement (i.e., overlapping but asons that overlapping service areas
If these conditions will be eli- taken to eliminate them, the	iminated under the strategy, attach an implementation achedule lis responsible party and the agreed upon deadline for completing it.	iting each step or action that will be
3. List each government or a funds, user fees, general fund	uthority that will help to pay for this service and indicate how the se ds, special service district revenues, hotel/motel taxes, franchise taxe	ervice will be funded (e.g., enterprise es, impact fees, bonded indebtedness, etc.)
Local Government or Authority:	Funding Method:	
Lee Co. Utility	Authority General Fund transfer in De	bt, and User Fees
City of Leesburg	User Fees	
City of SMithvil	le User Fees	
 How will the strategy char 	nge the previous arrangements for providing and/or funding this serv	rice within the county?
No Change		
	livery agreements or intergovernmental contracts that will be used to Contracting Parties:	implement the strategy for this service: Effective and Ending Dates:
N/A		Directors and Linging Pales.
·		
6. What other mechanisms (General Assembly, rate or fer N / A	if any) will be used to implement the strategy for this service (e.g., o e changes, etc.), and when will they take effect?	rdinances, resolutions, local acts of the
Phone number: (912) 8. Is this the person who showers consistent with the service	Randall nowling, County Administrate 759-6000 Date completed: May 26, 1999 uld be contacted by state agencies when evaluating whether proposes edelivery strategy? [3] on taken the proposes of the contact person(s) and phone number(s) below:	
N/A		

Service Delivery Strategy

Lee County Water Treatment and Distribution

Explanation for Continuing the Arrangement

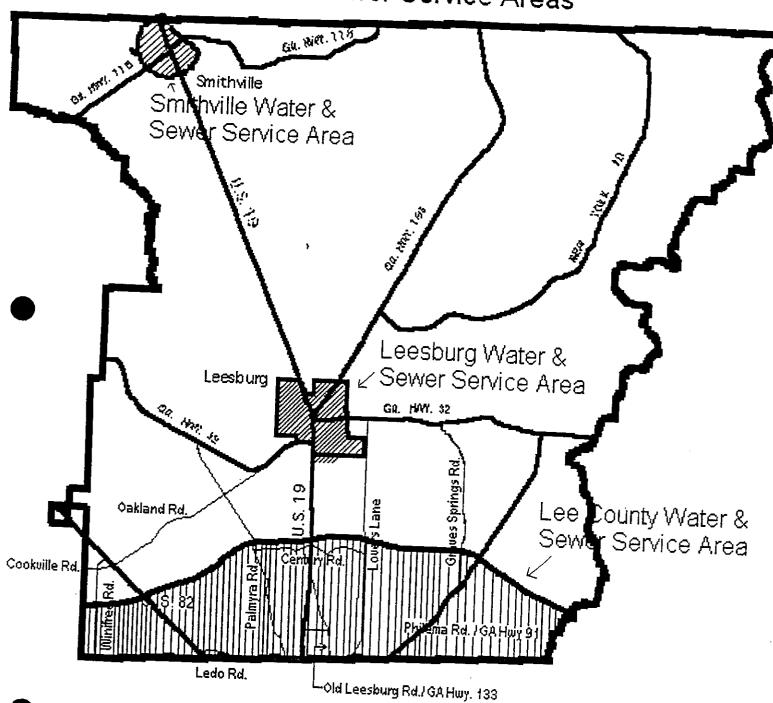
Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and water treatment and distribution.

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 ropies of this form and complete one for each service fisted on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, stacking additional pages in secessary. 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 bux that best describes the a	greed upon delivery arrangement for this service:	11 earment
	Service will be provided countywid	e (i.e., including all cities and unincorporated areas, authority or organization providing the service.)) by a single service provider. (If this box
	(1) Service will be provided only in the identify the government, authority o	unincorporated portion of the county by a single so r organization providing the service.)	ervice provider. (If this hox is checked,
	One or more cities will provide this unincorporated areas. (If this box is	service only within their incorporated boundaries, a checked, identify the government(s), authority or or	and the service will not be provided in rganization providing the service.)
		service only within their incorporated boundaries, a thecked, identify the government(s), authority or or	
ļ	cee county offilty	Authority, City of Leesburg.	City of Chiabutta
	In Other, OH mis box is checked, attach	a legible map delineating the service area of ear sization that will provide service within each service	
		pring service areas, unnecessary competition and/or	
	or competition cannot be eliminated).	strategy, attach an explanation for continuing the 0-24(1)), overriding benefits of the duplication, or	reasons that overlapping service areas
		the strategy, attach an implementation schedule ty and the agreed upon deadline for completing it.	
		ill help to pay for this service and indicate how the ice district revenues, hotel/motel taxes, franchise to	service will be funded (e.g., enterprise axes, impact fees, bonded indebtedness, etc
Ì	Local Government or Authority: Punding Metho	d:	·
[City of Leesburg User Fe	rity General Fund transfer i	n Debt.and User Fees
П	City of Smithville User	Fees	
		1662	
	4. How will the strategy change the previous	s arrangements for providing and/or funding this se	
	No Change	a manifestions for fundaming success linuding this se	rvice within the county?
	3. List any formal service delivery agreemen	ts or intergovernmental contracts that will be used	to implement the strategy for this services
1	N/A	Contracting Parties:	Effective and Ending Dates:
(6. What other mechanisms (if any) will be u General Assembly, rate or fee changes, etc.),	sed to implement the strategy for this service (e.g., and when will they take effect?	ordinances, resolutions, local acts of the
	N/A		
7	. Person completing form: Randall :	Dowling, County Administrator	
P	hone number: (912)759-6000	Date completed: May 26, 1999	
8	. Is this the person who should be contacted	hy state agencies when auglissing what	
			o locar government projects
11	not, provide designated contact person(s) an	d phone number(s) below:	
_	N/A		

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make cepter 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, thus should be reported to the Department of Community Affairs.

County: Lee		· · · · · · · · · · · · · · · · · · ·
	Service: Economic Development	Services
	scribes the agreed upon delivery arrangement for this service:	
Service will be provide is checked, identify the	d countywide (i.e., including all cities and unincorporated areas) by a single so government, authority or organization providing the service. Lee Count	rvice provider. (If this box Ly BOC
Service will be provide identify the government	d only in the unincorporated portion of the county by a single service provider. 1. authority or organization providing the service.)	(If this box is checked,
One or more cities will unincorporated areas. (I	provide this service only within their incorporated boundaries, and the service if this box is checked, identify the government(s), authority or organization pro	will not be provided in viding the service.)
One or more cities will unincorporated areas. (1	provide this service only within their incorporated boundaries, and the county f this box is checked, identify the government(s), authority or organization pro	will provide the service in viding the service.)
Other. (If this box is the government, authority, o	reked, attach a legible map delineating the service area of each service pro or other organization that will provide service within each service area.)	vider, and identify the
∐yes k∐no	were overlapping service areas, unnecessary competition and/or duplication o	
If these conditions will contin higher levels of service (See C or competition cannot be elim	ue under the strategy, attach an explanation for continuing the arrangement D.C.O.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that or instead.	nt (i.e., overlapping but verlapping service areas
If these conditions will be effit taken to eliminate them, the re	ninated under the strategy, attach an implementation schedule listing each st esponsible party and the agreed upon deadline for completing it.	ep or action that will be
senos, user rees, Reneral Indo	athority that will help to pay for this service and indicate how the service will b s, special service district revenues, hotel/motel taxes, franchise taxes, impact fo	e funded (e.g., enterprise ces, bonded indebtedness, etc.)
Local Government or Authority:	Funding Method:	
Lee County BOC	General Fund	
4. How will the strategy chang	ge the previous arrangements for providing and/or funding this service within t	he gounts?
No Change	the state of the s	ne county !
no change		
5. List any formal service deliv	very agreements or intergovernmental contracts that will be used to implement	the strategy for this service:
Agreement (vaine:		fective and Ending Dates:
N/A		
		
0. What other mechanisms (if	any) will be used to implement the strategy for this service (e.g., ordinances, re	solutions, local acts of the
N/A	changes, etc.), and when will they take effect?	
и/А		
		Į
. Person completing form:	Randall Dowling, County Administrator	ļ
	59-6000 Date completed: May 26, 1999	İ
	Date completed: 177 291 333	}
te enuritieur milit lue tetaice C	d be contacted by state agencies when evaluating whether proposed local gover delivery strategy? Myes no	rnment projects
I not, provide designated conta	ct person(s) and phone number(s) below:	1
N/A		

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make capies of this form and complete one for each service third 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)
I. Check the box that best describes the agreed	i upon delivery arrangeme	ent for this service:	
[] Service will be provided countywide (i.e is checked, identify the government, authors)			service provider. (If this box
[7] Service will be provided only in the unin identify the government, authority or org	corporated portion of the anization providing the se	county by a single service providervice.)	er. (If this box is checked,
(X) One or more cities will provide this servi unincorporated areas. (If this box is check City of Leesburg, Cit	ked, identify the governm	ent(s), authority or organization m	
(i) One or more cities will provide this servi unincorporated areas. (If this box is check			
[]] Other, (If this box is checked, attach a legovernment, authority, or other organization)			rovider, and identify the
 In developing the strategy, were overlappin ☐ yes X no 	g service areas, unnecessa	ury competition and/or duplication	of this service identified?
If these conditions will continue under the stra higher levels of service (See O.C.G.A. 36-70-2 or competition cannot be eliminated).			
If these conditions will be eliminated under the taken to eliminate them, the responsible party t	s strategy, attach an impl and the agreed upon dead!	ementation schedule listing cact line for completing it,	step or action that will be
 List each government or authority that will if funds, user fees, general funds, special service 	help to pay for this service district revenues, hotel/m	and indicate how the service will note! taxes, impac	ll be funded (e.g., enterprise 1 fees, banded indebtedness, etc.
ocal Government or Authority: Funding Method:			
City of Leesburg General	Fund		
City of Smithville General	Fund		
		· · · · · · · · · · · · · · · · · · ·	
. How will the strategy change the previous a	rrangements for providing	g and/or funding this service with	in the county?
No Change			
i. List any formal service delivery agreements		tracts that will be used to implem-	ent the strategy for this service:
_ 	Contracting Parties:		Effective and Ending Dates:
N/A			
 What other mechanisms (if any) will be use General Assembly, rate or fee changes, etc.), a 			s, resolutions, local acts of the
	no when will mey date en		
N/A			
Person completing form; Randall D	owling, County	Administrator May 26, 1999	
Is this the person who should be contacted by the consistent with the service delivery strategy	y state agencies when eva		 overnment projects
f not, provide designated contact person(s) and			
N/A			

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions;

Make capies 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, attacking 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: <u>Lee</u>		Service: Municipal Court	
I. Check the box that best descr			
[] Service will be provided of is checked, identify the go	ountywide (i.e., including all evernment, authority or organ	cities and unincorporated areas) by a single ization providing the service.)	service provider. (If this bux
[] Service will be provided a identify the government, a	only in the unincorporated por authority or organization prov	rion of the county by a single service providing the service.)	er. (If this box is checked,
unincorporated areas. (If t	ovide this service only within his box is checked, identify t Leesburg, City o	their incorporated boundaries, and the servi the government(s), authority or organization p f Smithville	e will not be provided in raviding the service.)
One or more cities will pr unincorporated areas. (If t	ovide this service only within his box is checked, identify th	their incorporated boundaries, and the count he government(s), authority or organization [y will provide the service in roviding the service.)
Other. (If this box is chec government, authority, or	ked, attach a legible map de other organization that will p	lineating the service area of each service p wovide service within each service area.)	roylder, and identify the
□yes 🖄 no		s, unnecessary competition and/or duplicatio	İ
If these conditions will continu higher levels of service (See O or competition cannot be elimi	.C.O.A. 36-70-24(1)), overrid	in explanation for continuing the arranger ling benefits of the duplication, or reasons the	nent (i.e., overlapping but it overlapping service areas
If these conditions will be clim	inated under the strategy, atta	ach an implementation schedule listing cac I upon deadline for completing it.	n step or action that will be
funds, user fees, general funds	, special service district reven	r this service and indicate how the service wi uses, hotel/motel taxes, franchise taxes, impa	ll be funded (e.g., enterprise et fees, bonded indebtedness, etc.)
	Funding Method:		····
City of Leesburg	General Fund e General Fund		
City of Smithvil	e General Fund		
······································			
4. How will the strategy chang	e the previous agrangements (for providing and/or funding this service with	in the county?
	e the previous actually		•
No Change			
•			
5.1 ist any formal service delic	en egreements of intergover	nmental contracts that will be used to implen	nent the strategy for this service:
Agreement Name:	Contracting		Effective and Ending Dates:
N/A			
6. What other mechanisms (if General Assembly, rate or fee	any) will be used to impleme changes, etc.), and when will	nt the strategy for this service (e.g., ordinand they take effect?	es, resolutions, local acts of the
N/A			
7. Person completing form:	Randall Dowling,	. County Administrator	
		completed: May 26, 1999	
		ies when evaluating whether proposed local	government projects
are consistent with the service If not, provide designated cont	delivery strategy? 🔣 yes 🛚	□ no	B
N/A			

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make copies of this form and complete one for each service fisted on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attacking additional pages at 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.

ount)	r: <u>L</u> e	е		Services	Cemetery Mainte	enance	
I. Che	ck the b	ox that best desc	ribes the agreed up	on delivery arrangeme	ent for this service:		
E s	Service v s checke	will be provided od, identify the go	countywide (i.e., ir overnment, authori	ncluding all cities and ity or organization pro	unincorporated areas) by a s viding the service.)	ingle service provider. (If th	is box
[]] s	Service v dentify (vill be provided on the government,	only in the unincor authority or organi	porated portion of the zation providing the s	county by a single service pervice.)	rovider. (If this box is chect	sed.
u	nincorp	orated areas. (If t	this box is checked	only within their incor I, identify the governm f Smithville	porated boundaries, and the lent(s), authority or organiza	service will not be provided tion providing the service.)	l in
	One or is inincom	ore cities will prorected areas. (If	ovide this service of this box is checked	only within their incor , identify the governm	porated boundaries, and the lent(s), authority or organiza	county will provide the service.)	vice in
	Diher. (I gavernm	f this box is chec ent, authority, or	ked, attach a legit other organization	ble map delineating t a that will provide serv	he service area of each service area	vice provider, and identify .)	the
	Jevelopi jyes []		were overlapping s	ervice areas, unnecess	ary competition and/or dupl	ication of this service identi	fied?
higher	levels	ions will continu of service (See O cannot be climi	.C.G.A. 36-70-24(y, attach an explana l)), overriding benefit	tion for continuing the arr s of the duplication, or reaso	angement (i.e., overlapping ins that overlapping service	occus F pnt
					lementation schedule listin line for completing it.	g each step or action that wi	ill be
3. List funds,	t each go	overnment or aut es, general funds	horily that will hel , special service di	p to pay for this servic strict revenues, hoteVr	e and indicate how the serving taxes, franchise taxes,	ice will he funded (e.g., ente impact fees, bonded indehte	rprise dness, etc.)
ocal G	overnmen	or Authority:	Funding Method:				
City	y of	Leesburg	General F			· · · · · · · · · · · · · · · · · · ·	
City	y of	Smithvill	e General I	Fund			· <u> </u>
	:11 44				g and/or funding this service	- widhin the gaves.	
•. 110	w will ti		•	ingenients for broaidti	R mirror tourning titty setate	e within the county?	
		No Chang	е .				
S ties	any for	mal sarvice deliv	ieni egreemenis na	intergovernmental cor	ntracts that will be used to in	noloment the strategy for thi	
				Contracting Parties:		Effective and Ending 1):	
	N/	'A					
							l
				o implement the strate when will they take c	gy for this service (e.g., ard liect?	inances, resolutions, local ad	rts of the
1	N/A						
						•	
7. Per	son con	ipleting form:	Randall De 59-6000		ty Adiminstrator		
		•		 -	May 26, 1999		
are co	nsistent	with the service	delivery strategy?		aluating whether proposed :	ocai government projects	
	N/A						

SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE 3



	service delivery strategy. If the contact person for this service (listed at the bostom of this page) changes, this should be reported to the Department of Community Affairs.
County:	Lee
	mpatibilities or conflicts between the land use plans of local governments were identified in the process of developing livery strategy?
No incor Leesburg There as develops include the pur	mpatibilities or conflicts between the land use plans of Lee County, g, and Smithville were identified while developing the service stratecy re some minor differences between the zoning, subdivision, and land ment ordinances of the three jurisidictions. These differences different zoning district names between jurisidictions even though pose of the districts are essentally the same, and different trative procedures for subdividing land and other similar items.
	BECEIVE CEIVE
	AUG 31 P.
	·
- amenda X adoption X other n	boxes indicating how these incompatibilities or conflicts were addressed: ments to existing comprehensive plans on of a joint comprehensive plan (to be done) measures (amend zoning ordinances, avironmental regulations, etc.) Note: If the necessary plan amendments, regulations, ordinances, esc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.
Amendi	sures" was checked, describe these measures: ng zoning, subdivision, and Land Development ordinances to be rdized county wide by December 31, 1999.
3. Summarize areas to be an	the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for nexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.
	See Legal mechanism D
	cies, procedures and/or processes have been established by local governments (and water and sewer authorities) to
At this	s time, Leesburg, Smithville, and Lee county do not plan to engage raterritoral water and sewer service expansions extension of water and/or sewer lines beyond a
jur	isdiction boundary must first be requested by the eiving jurisdiction.
	mpleting form: Randall Dowling, County Administrator (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 wit	th land use plans of applicable jurisdictions? west evaluating whether proposed notal guvernment projects are

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

SERVICE DELIVERY STRATEGY CERTIFICATIONS

PAGE 4

structions:

I page devel, at a stemanum, be eigned by an authorized representative of the following government: 1) the county; 2) the city serving as the I page devel, at a stemanum, be eigned by an authorized representative of the county; and 4) so less than 50% of all other cause with a 1990 any sent; 3) all catine having 1990 populations of over 9,000 residing within the county. Catin with 1990 populations below 500 and authorizes providing services under which the county. Attach authorized copies of this page as accessary. population of hereent 500 and 7,000 remaining woman or the security are not required to sign this form, but are excellent

SERVICE DELIVERY STRATEGY FOR	Lee	COUNTY
SERVICE DEFLARKA STRVIEGY SOW		

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

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);

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));

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

Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
all		h III Chairman	Lee County 80	C 5-26-99
R.S. Ba	ney R.S. Boney	Mayor	City of Leest	urg 5-26-99
Jack P. Sin	Jack Smith	Mayor '	City of Smith	v 11e 5-25-
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LEE COUNTY BOARD OF COMMISSIONERS

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

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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

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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.

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

Lee County (continued)

Services Provided by Lee County	Funding Source	Geographic Areas Served
Utility Billing (water, sewer, garbage,	User Fees	Unincorporated Area Only
streetlights)		
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

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.

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

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.

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.

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.

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.

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").

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.

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

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

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

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 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:

- λ . 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.
- 3. 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.
- 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.
- 3. 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. Bonev

Mayor, Leesburg

Catherine Spillers

Clerk, Leesburg

Date adopted

John Leach

Chairman, Lee County Board of Commissioners

Carolyn Bowers

Clerk, Lee County

Citaber 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.
- 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.

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

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

Denise Bell

Clerk, City of Smithville

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.

TEE CONNTA

By:

John L. Leach, III

Chairman, Board of Commissioners

Attest:

Terri L. Lovell County Clerk

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 _	Scotember	1996
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CITY OF LEESBURG

R S Boney Mayor

(SEAL)

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 Hth day of Island

CHY OF SMITHVILLE

By:

Mayor, Jack Smith

Attest:

Clerk, Loretta Harris



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, <u>O.C.G.A.</u> §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
Gephone: (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
 - Describing the County's bona fide land use classification objection, as defined in <u>O.C.G.A.</u> §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

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

"elephone: (912) 924-9316 "acsimile: (912) 924-6248 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

ELLIS EASTERLIN

EAGLER GATEWOOD

& SKIPPER

ATTORNEYS AT LAW

110 WEST LAMAR STREET

POST OFFICE BOX 488

AMERIC GEORGIA

elephone: (912) 924-9316 acsimile: (912) 924-6248 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;

- In the event that the joint meeting of the City and the County (E) 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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICAN, GEORGIA
1709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

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.

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AME: GEORGIA
31709

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

Chairman

ATTEST:

Druid daell

Clerk)

Date Approved: 6-11-98

CITY OF LEESBURG

BY:

Mayor

ATTEST:

afterine Five

City Clerk

Date Approved: <u>06/22/98</u>

CITY OF SMITHVILLE

BY:

Mayor

ATTEST: Foretta N. Nances

City Clerk

Date Approved: _

6/15/98

PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMEL GEORGIA
31709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

ELLIS EASTERLIN

PAGE 6

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 <u>O.C.G.A.</u> §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:

Cháirman

ATTEST:

Clerk/

March 26 1999
The Committee of the House on Journals has
examined the within and finds the same properly
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12 m2. to Rose
Chairman
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Speaker of the House
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Frank Eldridge.
Secretary of the Senate
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Received Secretary, Executive Department
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Approved
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other purposes.	IN HOUSE	•
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Read 1st time Read 2nd time Read 3rd time Ayes H 3	And Co	Ssed 39 49 Nays O

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."

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 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

H. B. No. 821

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

H. B. No. 821

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. 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 monthly in years in which there is a and election 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.

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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.

WITNESSETH:

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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
709
Telephoner (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, <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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:

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.

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephon. (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 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.

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

ELLIS EASTERLIN

- 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 BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA / / /

BY:

Chairman

ATTEST:

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
AMERICUS, GEORGIA

Telephone: (212) 924-9316 Facsimile: (912) 924-6248

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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, <u>O.C.G.A.</u> §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
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephones (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 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 all day of May

THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA

BY:

ATTEST:

ELLIS EASTERLIN PEAGLER GATEWOOD & SKIPPER ATTORNEYS AT LAW 410 WEST LAMAR STREET POST OFFICE BOX 488 AMERICUS, GEORGIA

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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, <u>O.C.G.A</u>. §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
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 448
AMERICUS, GEORGIA
709
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 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 day of MO

_, 1999.

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
AMERICUS, GEORGIA

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, 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.

WITNESSETH:

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §21-2-40; and

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

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

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, <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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:

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.

PEAGLER GATEWOOD & SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMER 699
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

ELLIS EASTERLIN

PAGE 2

- 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.

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICALS, GEORGIA
709
Telephone: (912) 924-9316
Facsimile: (912) 924-6748

- 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 <u>QU</u> day of <u>MQU</u>, 1999

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:

Chairman

ATTEST:

Clerk

THE CITY OF SMITHVILLE

BY.

ATTEST:

City Clerk

(lavo

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICAS, GEORGIA

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

PAGE 4

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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, <u>O.C.G.A</u>. §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
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
110 WEST LAMAR STREET
POST OFFICE BOX 488
AMED S. GEORGIA
709
Telephone: (912) 924-9316
Focsimile: (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 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 Way of Mou, 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA/

BY:

Chairman

ATTEST:

Clork

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
HID WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
09
Telephone: (912) 924-9316

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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, <u>O.C.G.A</u>. §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
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMEDICUS, GEORGIA
1709
Telephoner (912) 924-9316

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 QQ day of Q

1999

THE CITY OF SMITHVILLE

BY:

Mayor

ATTES !

City-Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 428
AMERICALS, GEORGIA
09

Telephone: (912) 924-9316 Facsimile: (912) 924-6248 STATE OF GEORGIA
COUNTY OF LEE

and

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;

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A</u>. §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

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

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 ale day of May, 1999

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

BY:

Chairman L

ATTEST:

Derri d Da

Clerk

THE CITY OF LEESBURG

BY:

Mayor

ATTEST:

City Close

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

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

RESOLUTION UTHORIZING INTERGOVERNME

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 O day of O 1999.

THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

BY:

Chairm*a*n

ATTEST:

i of Spill

Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
HID WEST LAMAR STREET
POST OFFICE BOX 468
AMER GEORGIA
709
Telephone: (912) 924-9316

RESOLUTION OF THE CITY OF LESSUR

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 Ye day of YMQ U

_, 1999.

THE CITY OF LEESBURG

BY:

Mayor

ATTEST:

City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 489
AMER GEORGIA
709

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

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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.

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 20 day of May, 199	day of, 1999.
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THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA

BY:

Chairman

ATTEST:

AU

Clerk

THE CITY OF SMITHVILLE

BY:

ATTEST:

lity 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 <u>O.C.G.A.</u> §36-70-30, et. seq.; and

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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMER GEORGIA
709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

PAGE 1

respect to services provided by the various government entities within Lee County, Georgia, pursuant to <u>O.C.G.A.</u> §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 <u>O.C.G.A</u>. §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
HID WEST LAMAR STREET
POST OFFICE BOX 488
AME S. GEORGIA
1709
Telephone: (912) 924-9316

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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMEL GEORGIA
1709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

PAGE 3

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.

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMER GEORGIA
709
Telephone: (912) 924-9316

ATTEST:

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
HID WEST LAMAR STREET
POST OFFICE BOX 4K8
AMER
GEORGIA

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

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 <u>O.C.G.A</u>. §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 <u>AU</u> day of <u>May</u>, 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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 ale day of May, 1999

THE CITY OF SMITHVILLE

BY:

ATTEST:

Mayo

STATE OF GEORGIA

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.

WITNESSETH:

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 <u>O.C.G.A.</u> §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

PAGE 1

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 48A
AMERICUS, GEORGIA
09
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

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 <u>O.C.G.A.</u> §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, <u>O.C.G.A.</u> §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

ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 48A
AMERICUS, GEORGIA
09
Telephone: 1912) 924-9316
Facsimile: (912) 924-6248

ELLIS EASTERLIN
PEAGLER GATEWOOD

& SKIPPER

PAGE 2

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 pretrial 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

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

Facsimile: (912) 924-6248

PAGE 3

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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephoner (912) 924-9316
Facsimile: (912) 924-6248

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.

> THE BOARD OF COMMISSIONERS, OF LEE COUNTY, GEORGIA

BY:

Chairmag

ATTEST:

Dens of C

THE CITY OF LEESBURG

BY:

Mayor

ATTEST:

Aheunt Speden

City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
110 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA

Telephone: 1912) 924-9316 Facsimile: (912) 924-6248

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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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

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 <u>QU</u> day of <u>MQU</u>, 1999.

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

OF ELE COUNTY, GEOR

BY:

Chairman

ATTEST:

u of Opull

Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephone: (912) 924-9316

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

WHEREAS, <u>O.C.G.A.</u> §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 We day of May, 1999

THE CITY OF LEESBURG

BY:

1110

ATTEST:

City Clerk

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA
709
Telephone: (912) 924-9316

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.

WITNESSETH:

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 <u>O.C.G.A.</u> §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

Facsimile: (912) 924-6248

PAGE 1

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, <u>O.C.G.A.</u> §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMER GEORGIA
709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

PAGE 2

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 pretrial 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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 458
AMER GEORGIA
709

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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
*10 WEST LAMAR STREET
POST OFFICE BOX 488
AMED S, GEORGIA
709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

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 BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA / / /

BY:

Chairrhan

ATTEST:

_ Der Good

Clerk

THE CITY OF SMITHVILLE

BY:

Mavor

ATTEST:

City Clark

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

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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 48H
AME
S, GEORGIA
1709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

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 all day of 4 Moly

THE BOARD OF COMMISSIONERS

OF LEE COUNTY, GEORGIA

BY:

ATTEST:

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

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 <u>O.C.G.A.</u> §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMD VS, GEORGIA
1709
Telephone: (912) 924-9316
Facsimile: (912) 924-6248

WHEREAS, <u>O.C.G.A.</u> §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 Moy, 1999.

THE CITY OF SMITHVILLE

BY:

ATTEST:

City Clerk

Mayor

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
*10 WEST LAMAR STREET
POST OFFICE BOX 4HH
AMEN US, GEORGIA
1709

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, <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §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 <u>O.C.G.A.</u> §36-70-20, et. seq.; and

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

strategy plan be submitted to the State of Georgia Department of Community Affairs on or before July 1, 1999, as required by <u>O.C.G.A</u>. §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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
110 WEST LAMAR STREET
POST OFFICE BOX 488
AME B, GEORGIA

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

ELLIS EASTERLIN
PEAGLER GATEWOOD
& SKIPPER
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AME S, GEORGIA
51709
Telephone: (912) 924-9316

Facsimile: (912) 924-6248

Smithville, Georgia.

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

<u>X</u>	$\mathcal{M}_{\mathcal{A}}$
·	BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA
•	BY: Chairman
	ATTEST: Devi Accell
	Clerk
SO RESOLVED by the Mayor and	d City Council of the City of Leesburg, Georgia,
this aloth day of may, 19	999.
	CITY OF LEESBURG, GEORGIA
	BY: K.S. Janey
	ATTEST: Catherine Specier City Clerk
SO RESOLVED by the Mayor and	d City Council of the City of Smithville, Georgia,
this <u>27</u> day of <u>May</u> , 19	999.
	CITY OF SMITHVILLE, GEORGIA
	BY: Mayor
	ATTEST: Kline Bell City Clerk

PAGE 4

SO RESOLVED by the Board of Commissioners of Lee County, Georgia, this

103

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:

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

- 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:

- The City of Leesburg chooses to conduct its own municipal elections when the county operates and funds an Election Board: <u>Proposal</u>: 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: <u>Proposal</u>: 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).
- Water Treatment / Distribution and/or Sewer Treatment Rates: <u>Proposal</u>: 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). <u>Proposal:</u> Determine if the unincorporated area water rates are arbitrarily high.
- Fire Trucks: the two cities own their own fire trucks even though the cities operate under a county-wide fire department: <u>Proposal</u>: Have the cities give the county-wide fire department ownership and control of all fire trucks.
- 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: <a href="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. <u>Proposal:</u> Find other revenue sources other than general funds to fund these services to eliminate the double taxation issue.
- All three jurisdictions have different zoning and land use categories and regulations: <u>Proposal:</u> 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 inefficiently 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 negiotated 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 personnaly 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 an 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 possibility relieve the city of some of the criteria in order the 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 gallon a day and 14,000 gallons a day dumped into the creek. She said our permit calls for 400,000 gallons. Mr. Johnson said its 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 personnaly 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 поw - \$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:

The City of Leesburg chooses to conduct its own municipal elections when the 1) 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 its 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.

- All three jurisdictions provide curbside solid waste collection through three separate 2) 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. lleàch, 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 SPŁOST-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 subcommittee. 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 statue but he believes that's the way it is. Mr. Quinn said the school board did shoot high. Mr. Dowling said he has chected the referendum, the actual ballot question and there is not a maximum amount in there. He called 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 a 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 deannexing 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

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John L. Leach, III, Chairman

Terri L. ovell 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 Opmmissioners of Lee County, Georgia

John L. Leach, III, Chairman

Terri L. Lovell, County Clerk

Adopted: <u>Dctober 8,1998</u>

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 <u>MOTION</u> 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 <u>MOTION</u> 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