

Service Delivery Strategy Manual

For

Ware County

And

The City of Waycross

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Waycross - Ware County SDS Agreement

General Concepts for Service Delivery Strategy in Ware County:

Ware County and the City of Waycross have over the years reached accord on the provision of many services to the citizens. It is the desire of both the City and County Governments to affirm those previous accords and agreements.

They also jointly desired to set forth in this strategy a general description of service areas and levels of service that each provides, either with or without a formalized agreement.

The two governments also desire to review the agreements within this Strategy on an every other year basis beginning in May 2000. It is also agreed that whenever there is any change in the provision of any service within this Strategy, there will be a review and amendment to the Strategy in accord with State Law.

The following services are to be included within this Service Delivery Strategy:

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FOR Ware COUNTY P	STREE S	SE	CRVICE DELIVER	Y STRATEGY	
 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 List all services provided or primarily funded by each general purpose local government and authority within the county Section III below. It is acceptable to break a service into separate components if this will facilitate description of the set delivery strategy. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangen 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. Pleas that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, pa that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, pa Office of Coordinated Planning 60 Executive Park South, N.E. Atlanta, Georgia 30329 Note: Any future changes to the service delivery arrangements described on these forms will require an official under a					PAGE
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Ware County City of Waycross

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- Water		24. Municipal Court
. Waste		25. Business Licenses
	ency Management	26. Beer and Alcohol Licenses
	and Recreation	27. Tax Assessment and Collection
5. EMS	and Recleation	
6. E-911		28- LIBRARY - 11-18-02
7. Fire		
	and Preidens	
	and Bridges	
	Pick-up Inforcement	
	1 Control	
13. Cemet	ing and Zoning	
14. WATS	leries	
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15. Airpo		
	trate Court	
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	ile Court	
	c Defender	
20. Solic		
21. Proba		
22. Coron		
23. Victi	m Assistance Program	

Water:

The City of Waycross will be a full water service provider including the treatment and distribution of water within the City Limits of the City as they existed on January 1, 1999. The City shall also be the water provider inside the Waycross-Ware County Industrial Park. (Attach agreement for Industrial Park)

Ware County shall be the full service water provider including the treatment and distribution of water in all other area of Ware County except for the Manor water system.

The City and Manor Water Authority will comply with the County Land Use Plan

and Ordinances in the Unincorporated County.

Manor Water Authority operates a water supply and distribution system in a portion of the unincorporated County. This authority is governed by an independent Board of Directors. It contracts with the Ware County Water Department for assistance in providing limited operational help to meet all environmental requirements.

Revenues generated from water service within each of the districts shall be used by the service provider to operate, maintain and enhance that service for its customers.

A map of the service territories is attached as Exhibit <u>A</u> to this agreement.

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County:

		SERV	VICE DELIVERY	STRATEGY	
		SUMMARY O	F SERVICE DELIVER	Y ARRANGEMENTS	PAGE 2

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8. Is this the person who should be contacted by state agencies where are consistent with the service delivery strategy? If not, provide designated contact person(s) and phone number(s) below:

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		SUMMARY	OF SERVICE DEL	IVERY A	RRANGEME	INTS	PAGE 2
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Person co	mpleting form:		. Pritchard				
Phone numb	er: (912) 28	7-4300	Date completed	I: 10/4/	99		
are consister	e person who should at with the service de	elivery strategy?			whether propo	sed local governr	nent projects

Animal Control:

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The City enforces an animal control ordinance within the City.

The County enforces an animal control ordinance within a four-mile radius of the Courthouse exclusive of the City Limits. The County will respond to animal control requests within a four to ten mile radius of the courthouse.

The Ware County Humane Society operates and maintains an animal shelter for both the City and County.



A GEOR	SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PA			
	Make copies of thi Answer each question	s form and complete one for each service listed on page 1, Section III. Use exactly the same service name on below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the o the Department of Community Affairs.	es listed on page 1. page) changes, this	
County:	Ware	Service: Airport/FBO		
1. Check the	box that best desc	ribes the agreed upon delivery arrangement for this service:		
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		cked, attach a legible map delineating the service area of each service provider, and id r other organization that will provide service within each service area.)	entify the	
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3. List each g funds, user fo	government or au ees, general funds	thority that will help to pay for this service and indicate how the service will be funded (e.g. s, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded i	y., enterprise ndebtedness, etc	
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Ware Co	ounty	General Fund		
No Ch	ange	ge the previous arrangements for providing and/or funding this service within the county?		
List any fo		very agreements or intergovernmental contracts that will be used to implement the strategy Contracting Parties: Effective and En		
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6. What othe General Asso	er mechanisms (if embly, rate or fee	any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, l changes, etc.), and when will they take effect?	ocal acts of the	
r		Joseph D. Pritchard		
	ompleting form:	Joseph D. Pritchard 287-4300 Date completed: 10/4/99		
	er: <u>(912)</u>	<u>287-4300</u> Date completed: <u>10/4/99</u> Id be contacted by state agencies when evaluating whether proposed local government pro	viects	
are consister	nt with the service	tact person(s) and phone number(s) below:	jeets	

Airport:

Airport Services are provided by the County. Previously there was an agreement to provide these services under the control of a joint City/County Commission. The City ceased to participate in this arrangement several years ago. Thus the County has provided the service.

Fees and services provided at the airport cover most operational costs but to the extent there are shortfalls in revenues. The shortfall is to be shared equally by the City and the County. In recent years the County has funded the entire amount of the shortfall.

The formal termination of the joint agreement shall be reviewed prior to the first bi-annual review of this Strategy.

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		SUMMARY OF SERVICE DELIVERY ARRANGEMENTS	
	A	orm and complete one for each service listed on page 1, Section III. Use exactly the same service n below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the Department of Community Affairs.	
unty:	Ware	Service: Beer and Alcohol Licens	es
	L about heat describ	bes the agreed upon delivery arrangement for this service:	
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Service	e will be provided on y the government, au	aly in the unincorporated portion of the county by a single service provider. (If this be athority or organization providing the service.)	ox is checked,
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		Funding Method: General Fund	
Ware (of Waycross	General Fund	
	Ji wayerooo		
		ge the previous arrangements for providing and/or funding this service within the cou very agreements or intergovernmental contracts that will be used to implement the st Effective	
.greement	Name:	Contracting Parties: Effective	and Ending Dates:
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City of	f Waycross	General	Fund			
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7 Demon	completing form:		D. Pritchard			
			Date complete		/99	
					whether proposed local g	government projects
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If not, prov	vide designated con	ntact person(s) an	d phone number(s) bel	ow:		

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS P	AGE 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 listed Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) ch should be reported to the Department of Community Affairs.	on page 1 hanges, this
County: Ware Service: Cemeteries	
I. Check the box that best describes the agreed upon delivery arrangement for this service:	
Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If th is checked, identify the government, authority or organization providing the service.)	is box
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Local Government or Authority: Funding Method:	
City of Waycross General Fund, User Fees, Special Revenue Fund	
4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change	
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7. Person completing form: Joseph D. Pritchard	
There number: (912) 287-4300 Date completed: $10/4/99$	
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects	
are consistent with the service delivery strategy? A yes no If not, provide designated contact person(s) and phone number(s) below:	
	w.

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AL OF CEOP		SUMMARY OF	SERVICE DELIVE	RY ARRANGEMENTS	5	PAGE 2
	Answer each question	form and complete one below, attaching addition the Department of Comm	hal pages as necessary. If the	page 1, Section III. Use exactl contact person for this service (I	ly the same service names li listed at the bottom of the pag	sted on page 1. (e) changes, this
County: Wa	are		Service:	Juvenile	Court	
			delivery arrangement			
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Ware Co	ounty	General F				
	the strategy chang	e the previous arran;	gements for providing	and/or funding this service	e within the county?	
5. List any for greement Na			ntergovernmental contr Contracting Parties:	acts that will be used to in	nplement the strategy fo Effective and Endi	
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ounty: Ware	Service:	Magistrate Court	
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	orm. Joseph D. Pritchard		
Person completing	orm: Joseph D. Fillenard		

(912) 287-4300 _ Date completed: ___ Phone number: _

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

10/4/99

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

OFCION			SERVICE DELIVER	Y ARRANGEMENTS	PAGE 2
	Answer each question	c	e for each service listed on p nal pages as necessary. If the c	age 1. Section III. Use exactly th	he same service names listed on page 1. d at the bottom of the page) changes, this
ounty:	Ware		Service:	Municipal C	lourt
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City o	f Waycross	General Fu	na		
1.724					
				nd/or funding this service w	
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Phone num		287-4300	. Pritchard	10/4/99	_
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Service	Instructions: Make copies of this	SUMMARY	CRVICE DELIVERY STRATEGY OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
1. Check the	Answer each question should be reported to	n below, attaching add	e one for each service listed on page 1, Section III. Use exactly the same ditional pages as necessary. If the contact person for this service (listed at the ommunity Affairs.	e service names listed on page bottom of the page) changes, th
Service	Ware		Service: Planning and Zoning	g
Service	box that best descr	ibes the agreed u	pon delivery arrangement for this service:	
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Planning and Zoning:

Ware County provides planning and zoning services throughout the County. The City contracts with the County to provide zoning assistance within the City Limits. A copy of this agreement is attached.

There is a joint planning board with representatives appointed by both the County and the City.

AGREEMENT BETWEEN

CITY OF WAYCROSS AND COUNTY OF WARE, GEORGIA FOR PROVIDING PLANNING AND ZONING SERVICES

THIS AGREEMENT ENTERED INTO THIS 23rd DAY OF January , 1995, by and between the County of Ware, Georgia (hereinafter referred to as the County), and the City of Waycross, organized and existing under laws of the State of Georgia (hereinafter referred to as the City). under the

WHEREAS, Comprehensive Planning Studies have been prepared for the City periodically to help guide the growth and development of the City, and

WHEREAS, the City has adopted a comprehensive set of codes, ordinances and other regulations pertaining to the growth and development of the City, including a Zoning Ordinance, Building and Housing Codes, and others which require continued administration on a coordinated basis, and

WHEREAS, the City wishes to improve the management of its growth through improved management procedures including assessment of needs, establishment of long and short term objectives, and the preparation of a comprehensive strategy for funding needed capital improvements, and

WHEREAS, the City wishes to employ the County to assist with the management of growth and physical development of the City,

NOW THEREFORE, the parties hereto do mutually agree as follows:

Ι. Scope of Services:

. . .

:

The County shall perform and carry out the services as the City may require from time to time, relating to planning, zoning and The other code administration and growth management activities. County would be available to assist with the preparation or performance of the following tasks:

- Transportation Planning and Coordination/Major Street and A . Highway Plan:
 - Transportation Planning Coordinating Committee Transportation Citizens Advisory Committee 1.
 - 2.
 - 3. Major Street and Highway Plan Administration
- Comprehensive Planning and Coordination/Waycross: Β.
 - Waycross-Ware County Comprehensive Plan Update/Amendment 1.
 - Economic Development, Population, Land Use Plan, Transportation Plan, Community Facilities Plan, а. Historic Resources Development and Natural and Housing Plan
 - Short Range (five year) Work Program Ь.
 - Development Activities to Coordinate and Implement с. Plan



- 2. Zoning Ordinance Text/Map Revisions/Amendments
 - 3. Official Zoning Map Amendments Rezonings
 - Subdivision Ordinance Administration Conduct/Coordinate reviews of subdivisions
 - 5. Subdivision Ordinance Text Amendments
 - Waycross-Ware County Planning Commission Administration/ Meetings
 - 7. Maintain Zoning, Subdivision, and Planning Commission official files
 - 8. Street Name/Property Numbering
 - C. Planning Information Support:
 - 1. Maintain current population, construction, community facilities, and other development information.
 - 2. Provide planning information to local, state, federal agencies, and others.
 - 3. Storage Index City Planning/Development Maps.
- II. Data and Staff Assistance Furnished by the City:

The City will furnish certain data, maps, studies, idea! cost information, narrative statements, budget data, or other information it possesses which are required by the County, in addition to local staff, which will facilitate performance of services identified in Section I, hereof.

III. <u>Time of Performance</u>:

- A. The services of the County are to commence on the effective date of this contract and shall be undertaken and completed as expeditiously as possible.
- B. The contract shall continue in effect until December 31, 1998 unless extended by written and mutual agreement. Services will be performed only on tasks and within the time frames established by the City and the County.
- C. The tasks itemized hereinbefore shall be undertaken and completed as expeditiously as possible within a given time frame. The execution of this contract shall authorize the County to perform said tasks. Should additional tasks not itemized under Section I be required, a written amendment to this contract may be negotiated.
- D. This contract may be terminated by either party upon written notice delivered to the other party at least 90 days in advance of the termination date.

2

- IV: Compensation and Method of Payment:
 - A. In consideration of services rendered under Section 1, hereof, the City shall reimburse the County a minimum of \$350.00 on a monthly basis subject to receipt of a requisition for payment from the County. Travel, printing reproduction and subsistence will be reimbursed at actual cost. Travel by private car shall be at the rate of \$0.25 per mile.
 - B. The County will be reimbursed for services of employees at the following rates:
 - Management Personnel ----- \$25.00 per hour
 Secretarial ------ \$12.60 per hour
 Draftsperson ------ \$15.00 per hour
 - C. Should services of other employees of the County be required, their services will be paid at the individual's hourly rate of pay.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

ATTEST:

ATTEST: anor

THE CITY OF WAYCROSS, GEORGIA Mayor

THE COUNTY OF WARE, GEORGIA 70 Chairman, County Commission

3

OF GRO			OF SERVICE DELIVERY				
		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 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.						
ounty:	Ware		Service:	Probate Cou	1rt		
. Check the b	box that best desci	ribes the agreed up	oon delivery arrangement for	or this service:			
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	er: (912)	287-4300	Date completed: _1	0/4/99			
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are consister	nt with the service	delivery strategy	 Provide agencies when evaluation of the second secon	Bemor proposos 100			
			and the second sec				

		SUMMARY OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
	Answer each question	is form and complete one for each service listed on page 1, Section III. Use exactly the same service names on below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the partment of Community Affairs.	
County:	lare	Service: Public Defender	
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Phone number	:(912)	287-4300 Date completed:10/4/99	
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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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7. Person completing form: Joseph D. Pritchard	
Phone number: <u>(912) 287-4300</u> Date completed: <u>10/4/99</u> 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? X yes no If not, provide designated contact person(s) and phone number(s) below:	S

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E-911 Service:

1

6.1

Ware County provides a centralized Enhanced –911 Center for all of the emergency services in Ware County for both County and City governments.



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMEN

	SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PA							
	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) chang should be reported to the Department of Community Affairs.							
County:	Ware		Service:	EMS				
1. Check the b	box that best de	scribes the agreed upor	n delivery arrangem	ent for this service:				
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Ambulance Services:

Ware County provides all ambulance services with the entire County.

The City provides facilities for the ambulance service within the City Fire Department under the terms of a formal agreement between the City and County beginning from the time the County began collection of City Property taxes.

A formal agreement between the County and City has been finalized for this service arrangement. (Attach copy of Agreement)



A RESOLUTION

WHEREAS, the City of Waycross and Ware County, Georgia have negotiated concerning consolidating and merging services in an effort to avoid duplication, and to reduce costs to taxpayers;

WHEREAS, the City and the County, have negotiated concerning leasing to Ware County for Emergency Medical Services (EMS) to be housed in City of Waycross Fire Stations Number 2 and 3 (Riverside Drive and Havana Avenue)

WHEREAS, the parties have reduced their agreement in writing and the copy is attached hereto and made a part hereof by reference;

WHEREAS, said agreement being considered.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS, that the agreement for the City of Waycross to lease to Ware County space for the Ware County EMS in Fire Stations Number 2 and 3 is hereby approved.

FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS that the Mayor and the City Clerk are hereby authorized, directed and empowered to execute the agreement in the form attached hereto on behalf of the City of Waycross.

So resolved this the 2nd day of May, 1989.

CITY OF WAYCROSS, GEORGIA

D-5

ATTEST TY CLERK

AGREEMENT

GEORGIA, WARE COUNTY.

THIS AGREEMENT, made and entered into this the 2^{bL} day of May, 1989, by and between Ware County, Georgia, (hereinafter referred to as "Ware"), and the City of Waycross, (hereinafter referred to as "Waycross"),

WITNESSETH:

WHEREAS, Ware and Waycross have negotiated and agreed that Waycross shall lease to Ware space at Waycross Fire Stations No.2 (Riverside Avenue) and No. 3 (located on Havana Avenue) for ONE DOLLAR per year, for use by the Ware County Emergency Medical Services (EMS);

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements concerning the leasing of space for the Ware County EMS and to set forth their mutual understandings and agreements in writing.

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR, the mutual covenants and benefits herein contained, the Parties hereto do hereby agree as follows:

1.

For the sum of ONE DOLLAR per year, Waycross hereby leases to Ware a portion of its facilities at its Riverside Avenue Fire Station (Station No. 2) and its Havana Avenue Fire Station (Station No. 3) whereby the EMS can be located. At Station No. 3, Waycross further agrees to modify the front entrance and polygraph room to provide space for the EMS manager and secretary, with space for desks and files. The modification shall consist of erecting a partition to close off the front foyer for an office for the secretary, and constructing a door between the foyer and the polygraph room to allow for an office for the EMS manager. Waycross agrees to make these modifications at its expense.

2.

Waycross represents to Ware that there are suitable facilities for women fire fighters at Station No. 3 and that women EMS employees should be assigned to Station No. 3. The suitable facilities include separate sleeping and bathroom areas, to provide for the privacy of men employees as well as women employees.

Ware agrees that all women EMS employees will be assigned to Station No. 3, unless and until Waycross notifies Ware, in writing, that Station No. 2 has suitable facilities for women.

3.

A. Waycross shall have no responsibility to maintain, repair, insure or provide upkeep on EMS vehicles and equipment. Similarly, Ware shall have no responsibility to maintain, repair, insure, or provide upkeep on fire trucks and other fire fighting equipment.

B. Neither party shall be required to provide uniforms, clothing, equipment or training for the employees of the other.

C. Notwithstanding the above, nothing herein shall prevent the employees of the parties from planning and practicing for responses to emergency needs that may require joint efforts including but not limited to a response from both fire fighters and EMS.

D. Ware agrees to provide amplifier charges with pagers for the EMS employees reasonably designed to awaken that EMS employees during night hours without awakening the firefighters. The present alarm system for the fire station is one that rings the alarm and turns on the lights, designated to alert all occupants, in line with the system utilized in most fire stations and Waycross does not believe it is practical or desirable to modify said system. Ware agrees that the EMS employees shall have shift changes at 7:00 AM daily to correspond with the changing of the shift for the Waycross Fire Department employees. The parties further agree that the EMS personnel will conform to the fire station rules and regulations concerning conduct and duties within the fire station as established from time to time by the Waycross Fire Department. The Waycross Fire Department shall be required to provide Ware and the EMS manager a list of such rules and regulations and shall advise them at least twenty-four hours in advance of any change in the rules and regulations. Examples of such rules and regulations include that smoking areas must coincide with Fire Department regulations, television viewing time must coincide with Fire Department designated viewing time, and daytime sleeping will not be

4.

5.

permitted.

Ware further agrees to purchase and provide lockers for the EMS employees and to place them in spaces provided at the two fire stations referred to herein.

6.

The Ware EMS employees shall have no responsibilities for fire protection for the city, and the fire fighters employed by Waycross shall have no responsibilities for EMS service. This agreement is entered into with the purpose of convenience, to provide cost saving measures to both of the parties hereto, and without adding any service responsibilities to either party or their separate employees.

7.

In each fire station utilized by Ware hereunder the Lieutenant at each station shall be the person in charge of that particular fire station and EMS personnel will deal with the Waycross fire fighters through the said Lieutenant with respect to official actions, rules, regulations and complaints. The Lieutenant will deal with EMS employees in like manner through the manager of the EMS unit.

8.

The parties further agree that both the firefighters and EMS employees will both handle and participate in maintenance duties with respect to each station, including, but not limited to the following: upkeep, cleaning, sweeping, mopping, and minor repairs of the station.

9.

A. This Agreement shall be effective June, 1989, and shall remain in effect until terminated as set forth herein.

B. Notwithstanding any of the other terms, conditions, and provisions, herein, either party may withdraw from and cancel this agreement by giving the other party, not less than six months advance written notice of such termination.

10.

In addition to the other promises contained herein, Ware agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims, demands, lawsuits, litigation, administrative hearings, costs, attorney fees, judgments, and liability which the City, its agents and employees may incur from County's operation of its EMS service. The indemnities and assumptions of liability herein provided for shall continue in full force and effect notwithstanding the termination of this agreement whether by expiration of time, operation of law, or otherwise. In addition to the other promises contained herein, the City agrees to indemnify and hold harmless the County, its agents and employees, from any and all claims, demands, lawsuits, litigation, administrative hearings, costs, attorney fees, judgments, and liability which the County, its agents and employees may incur from City's operation of its fire protection services. The indemnities and assumptions of liability herein provided for shall continue in fullforce and effect notwithstanding the termination of this agreement whether by expiration of time, operation of law, or otherwise.

12.

This agreement sets forth all the promises, agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the subject matter herein, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them with respect to such matters except as set forth herein. Any and all prior agreements among the parties with respect to the subject matter herein are hereby revoked. This agreement is, and is intended by the parties to be an integration of any and all prior agreements, understandings, oral or written, with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have hereinto executed this agreement the day and year first above written.

WARE COUNSIN, BY: Curta Brantley CHAIRMAN - M. M. Barron

Signed, sealed and delivered in the presence of:

<u>(FONLA</u> NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Feb. 19, 1993

CITY OF WAYCROSS, GEORGIA RV MAYOR ATTEST; CITY CLERK

Signed, sealed and delivered in the presence of:

mikturil WITNESS en NOTARY PUBLIC

MY COMMISSION EXPIRES:______ Notary Public, Ware County Georgia My Commission Expires Jan. 20, 1990

Answering digetable below, attaching additional pages as accessary. If the contart person for this service (listed at the bottom of the page) and be reported to be Department of Community Altare. County: Ware County Service: Emergency Management Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If is checked, identify the government, authority or organization providing the service.) Ware County County: Ware county or organization providing the service.) Ware County County or organization providing the service.) Ware County County County or more cities will provide this service only within their incorporated boundaries, and the service will not be provide unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service or organization providing the service area.) County or more cities will provide this service only within their incorporated boundaries, and the county will provide the service will noroprated areas. (If this box is checked, identify the government(s), authority or organization providing the service of the service area of each service area.) County: (If this box is checked, attach a legible map delineating the service within each service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map delineating the service area.) County: (If this box is checked, attach a legible map of the service within each service area.) County: (If this box is checked, attach a legible map of the service within the areagement (i.e., overlappin highe levels of service (S	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 Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes,						
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Emergency Management:

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Ware County provides all Emergency Management Services within Ware County. All agencies that are responsible for the provision of emergency services during natural or other type emergencies shall respond to the County Emergency Management System.
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	Instructions:	SUMMARY OF	SERVICE DELIVE	RY ARRANGEMENTS	PAGE 2
	Make copies of this Answer each question	form and complete one below, attaching addition the Department of Comm	al pages as necessary. If the o	age 1, Section III. Use exactly the contact person for this service (listed	e same service names listed on page 1 I at the bottom of the page) changes, this
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Fire Service:

The City of Waycross shall be responsible for fire service within the City Limits as they existed on January 1, 1999.

Ware County Commission shall be responsible for fire service in all unincorporated areas of the County.

Ware County shall respond with its first response team and extraction equipment to all accidents in Ware County.

It is noted that mutual aid agreements exist between the City and County for fire service. The County Fire Chief dispatches assistance and notifies the County Manager after a mutual aid dispatch. The City dispatches aid after a chain of command authorization and approval.

Since fire service is provided countywide by the County, the service provided by the City, for the City of Waycross, is not seen as a duplication but rather as enhanced level of service.

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SERVICE DELIVERY STRATEGY

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Solid Waste Management:

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The City provides all collection and disposal services within the City.

The County has franchised to a private operator all collection and disposal services in the unincorporated area of the County.

The only County funds that are being utilized for solid waste services is to perform the required ground water monitoring and/or post closure care for the County landfills. It is noted that no wastes are being disposed at this time.

8

SERVICE DELIVERY STRATEGY

12

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		SUMMARY (OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
	Instructions: Make copies of this for Answer each question to should be reported to the	orm and complete o	one for each service listed on page 1, Section III. Use exactly the same service tional pages as necessary. If the contact person for this service (listed at the bottom	te names listed on page 1 n of the page) changes, this
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Law Enforcement:

The City operates a police department within the City Limits including patrol, detective, jail and administrative functions.

The County operates a sheriff department throughout the County including patrol, detective, jail and administrative functions.

The County operates a police department throughout the County which provides a limited marshal service.

Since law enforcement service is provided countywide by the County, the service provided by the City, for the City of Waycross, is not seen as a duplication but rather as enhanced level of service.

9

SERVICE DELIVERY STRATEGY	
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS	

PAGE 2

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Parks and Recreation:

Ware County Commission provides all recreation services within the entire County. There are facilities that are owned by the City of Waycross but these facilities are operated and maintained by the County under the terms of an agreement between the City and County dated <u>October 11, 1983</u>. A copy of this agreement is attached.

Waycross and Ware County shall negotiate an agreement prior to June 2000 to resolve the confusion over the ownership issue.

A Resolution to provide for Ware County assuming the Responsibility of Recreation in the incorporated and unincorporated area of Ware County; to provide for the Leasing of Facilities from the City of Waycross, and to provide for a Division of Sales Tax Revenue so as to finance the Recreation Department:

WHEREAS, the City of Waycross and the County of Ware have determined that it is in the best interest of all citizens that one public body be responsible for all public recreation in Ware County, and

WHEREAS, both governments have determined that Ware County is the government which can best do this, and

WHEREAS, both governments have determined that in order to finance this change it will be necessary to change the existing division of Sales Tax Revenue;

NOW, THEREFORE, BE IT RESOLVED,

A. That effective January 1, 1984, Ware County will create a county wide recreation department for the purpose of public recreation.

B. That such department will be created on condition that:

- Both the City and County will petition the State of Georgia for a change in the present division of Sales Tax Revenue as to provide a division of 50% to the City and 50% to the County; and further that if such division is not approved in time to be effective for the calendar year 1984, the City of Waycross will obligate itself to pay a sum to the County of Ware, for recreational purposes, which sum will be equal to the difference between the present division and a 50-50 division.
- 2. That the City of Waycross will transfer title to all existing personal property owned by it and now used by Waycross-Ware County Recreation Department.

SID , MCGEE, CKSON P. O. JRAWER 1583 117 ALBANY AVE. YCROSS, GEORGIA 31501 (912) 283-3851

That the City of Waycross enter into a 50 year lease 3. of certain real estate currently used by the Waycross-Ware County Recreation Department, except for the city auditorium and Memorial Stadium; and certain parks that shall be agreed upon in a formal lease agreed to be approved at a later date, which lease will provide for an annual rental of \$1.00 and for the maintenance and upkeep of these facilities by Ware County.

Passed this 17 day of October, 1983.

<u>Honos & Leay</u> Chairman <u>Hail D. Revels</u>

8.

N, MCGEE. CKSON O. DRAWER 1589 17 ALBANY AVE. ROSS, GEORGIA 3150' (912) 203-3856

OFC			SERVICE DEL	IVERY ST	RATEGY	
		SUMMA	RY OF SERVICE	DELIVERY.	ARRANGEMENTS	PAGE
	Instructions: Make copies of Answer each ques should be reported	this form and com stion below, attachin d to the Department	plete one for each service g additional pages as neces of Community Affairs.	e listed on page sary. If the contac	1, Section III. Use exactly the same sector person for this service (listed at the bot	rvice names listed on page tom of the page) changes, 1
County:	Ware		Serv	ice:	Roads and Bridge	25
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Roads and Bridges:

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The County operates and maintains all roads and bridges in the unincorporated area of the County.

The City operates and maintains all streets inside the City Limits.

Special Purpose Local Option Sales Tax proceeds for road improvements are shared between the City and the County.

7

SERVICE DELIVERY STRATEGY

* 1

		SUMMARY OF	SERVICE DELIVI	ERY ARRANGEN	1ENTS	PAGE 2
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Tax Collection:

Ware County collects all property current and delinquent taxes within Ware County including the City's taxes. This arrangement was arrived at when the City began providing facilities for the County's ambulance service within the City Fire Department.

A formal agreement between the County and City has been finalized. A copy of this agreement is attached.

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A RESOLUTION

WHEREAS, the City of Waycross and Ware County, Georgia have negotiated concerning consolidating and merging services in an effort to avoid duplication, and to reduce costs to taxpayers;

WHEREAS, the City and the County, together with Ware County Tax Commissioner, Janet Hinson, have negotiated concerning collection of all City and School taxes by the Commissioner;

WHEREAS, the parties have reduced their agreement in writing and the copy is attached hereto and made a part hereof by reference;

WHEREAS, said agreement being considered.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS, that the agreement for the Tax Commissioner to collect all City of Waycross, and Waycross School Board Ad Valorem Taxes commencing with the year 1989, is hereby approved.

FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS that the City shall continue to collect delinquent taxes for years before 1989 through City employees.

FURTHER RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS that the Mayor and the City Clerk are hereby authorized, directed and empowered to execute the agreement in the form attached hereto on behalf of the City of Waycross.

So resolved this the 2nd day of May, 1989.

CITY OF WAYCROSS, GEORGIA

MAYOR

ATTEST CITY CLERK

GEORGIA, WARE COUNTY.

THIS AGREEMENT, made this the 2^{44} day of 4^{44} , 1989, by and between WARE COUNTY, GEORGIA, hereinafter referred to as County, JANET HINSON, hereinafter referred to as Commissioner, and the CITY OF WAYCROSS, GEORGIA, hereinafter referred to as City:

WITNESSETH:

WHEREAS, heretofore the City and County have each maintained separate offices for billing and collecting their respective Ad Valorem Taxes and the Ad Valorem Taxes collected for school tax purposes; and

WHEREAS, both Parties use the identical tax digest for the purpose of billing their own taxpayers; and

WHEREAS, all Parties believe it will be more expeditious and efficient for all taxes to be billed and collected in one operation; and

WHEREAS, the Commissioner is willing to undertake the billing and collecting of Ad Valorem Taxes for the City; and

WHEREAS, the Parties desire to provide for any Party to terminate this Agreement, but recognize that termination after April 30 in any calendar year could severely hamper tax collections by the City for that calendar year unless adequate provision was made for such tax collections.

NOW THEREFORE, all Parties mutually agree as follows:

A. The Commissioner shall proceed forthwith to procure additional software compatible with the existing software used by Ware County Computer Department so that bills for City Ad Valorem Tax bills can be prepared by that Department simultaneous with the preparation of County Ad Valorem Tax bills. B. Upon approval of the Ware County Tax Digest (which includes the City Digest) by the State of Georgia Revenue Commissioner the City will determine its millage rate for City and school operations and will notify the Commissioner of the millage rate that is applicable to City Taxpayers.

C. The Commissioner will prepare and mail the City tax bills (in a form to be agreed upon by the Parties and without charge to the City) at the same time as County tax bills are mailed.

D. The Tax Commissioner shall then accept payment of City taxes from taxpayers, shall receipt taxpayers for the City and shall remit to the City weekly all receipts together with an accurate statement of the taxpayers who have paid. any interest earned by the City taxes during the period between collection and remitting shall also be remitted.

E. The Tax Commissioner or her designee shall be appointed as Ex Officio City Marshall for the purpose of collecting any delinquent taxes due to the City and on direction from the City Manager shall fi.fas. in the name of the City for such delinquent taxes levy the fi.fas. for 1989 and subsequent years after advertisement, sell property on which a levy has been made, and upon such sale shall deliver the proceeds to the City, less the costs of such levy and advertisement.

F. This Agreement shall be effective for 1989 Ad Valorem taxes and years subsequent thereto. It shall not apply to delinquent taxes for years before 1989.

G. This Agreement may be cancelled at any time by any Party hereto in any of the following ways:

1. If any Party gives written notice of cancellation to the other

-2-

Parties between January 1 and April 30 in one calendar year, this Agreement shall terminate on the 30th day after written notice is given to the other Party, but only as to the taxes for the calendar year in which notice is given and years subsequent thereto. Except as provided by law, the termination notice shall not apply to taxes for calendar years prior to the year in which the notice is given, even if such prior year's taxes should be billed and/or collected in a year for which the taxes apply.

2. Any Party may give written notice of termination to the other after April 30 in any calendar year, but the effective date of termination will be effective for the tax billing for the calendar year next succeeding the calendar year in which notice is given.

3. By mutual written agreement of the Parties terminating the Agreement.

H. City agrees to pass through to County the sums which City receives from the Waycross Board of Education, which City receives for collecting ad valorem taxes for the Waycross Board of Education.

I. The Parties may modify this Agreement in writing, properly approved and executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals to be duly executed the day and year first above written.

WARE COUNTY, GEORGIA BY: Curto Bronkly (SEAL) ATTEST: Sail A. Barrow

-3-

Signed, sealed and delivered in the presence of m Notary Public, Ware County, Georgia My Commission Expires FeBi 19; 1993 NOTARY PUBLIC JANET MINSON MY COMMISSION EXPIRES:

Signed, sealed and delivered in the presence of:

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<u>Ganiela</u> <u>C.</u> <u>Yebson</u> NOTARY PUBLIC Notary Public, Ware County, Georgia MY COMMISSION EXPIRES My Commission Expires Peb. 19, 1993

CITY OF WAYCROSS, GEORGIA BY: ATTEST:

Signed, sealed and delivered in the presence of:

NOTARY PUBLIC o T

MY COMMISSION EXPIRES: Notary Public, Ware County Georgia My Commission Expires Jan. 20, 1990

-4-

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENT

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SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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SE	RVICE DELIVERY STRATEGY
SUMMARY	OF SERVICE DELIVERY ARRANGEMEN

10000		SEI Summary	RVICE DELIV	ERY STRATEGY LIVERY ARRANGEMEN	NTS	DAGES
	Instructions: Make copies of this for Answer each question to should be reported to the	orm and complete o	one for each service lis	ted on page 1, Section III. Use e . If the contact person for this servi		PAGE 2 mes listed on page 1 he page) changes, this
County: W	Vare		Service	. Wastewat	ter	<u></u>
1. Check the b	box that best describ	es the agreed up	on delivery arrange	ment for this service:		
Service is check	will be provided could be provided could be provided to be a could be could be could be could be could be could be a coul	untywide (i.e., in ernment, authorit	cluding all cities an ty or organization p	d unincorporated areas) by a roviding the service.)	a single service provide	er. (If this box
Service identify	will be provided onl the government, aut	ly in the unincorr hority or organiz	porated portion of the zation providing the	ne county by a single service service.)	provider. (If this box	is checked,
One or n unincorp	nore cities will prov orated areas. (If this	ide this service o s box is checked,	only within their inc , identify the govern	orporated boundaries, and th ment(s), authority or organiz	te service will not be p zation providing the se	rovided in rvice.)
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8	f this box is checked ent, authority, or oth of Waycross	l, attach a legibl her organization	le map delineating that will provide ser	the service area of each service within each service area	rvice provider, and id a.)	lentify the
2. In developir	ng the strategy, were no	e overlapping ser	rvice areas, unneces	sary competition and/or dup	lication of this service	identified?
	ons will continue ur f service (Sce O.C.C cannot be eliminate	J.A. 30-70-24(1)	, attach an explana), overriding benefi	tion for continuing the arr ts of the duplication, or reaso	rangement (i.e., overlassing overlassing second sec	apping but rvice areas
If these condition	ons will be eliminate	ed under the stra	tegy, attach an imp he agreed upon dead	lementation schedule listin lline for completing it.	ig each step or action t	hat will be
3. List each go	vernment or authori	ty that will help i	to pay for this servi	e and indicate how the same	ice will be funded (e.g	., enterprise
Local Government	s, general runds, spe	ing Method:	ict revenues, hotel/	notel taxes, franchise taxes,	impact fees, bonded in	ndebtedness, etc.
City of	Waycross I	Jser Fees				
Ware Co.	.(proposed)	Euture)				
4. How will the	strategy change the	e previous arrang	ements for providir	g and/or funding this service	e within the county?	
5. List any forma greement Name:	al service delivery a	greements or interest or contract of the contr	ergovernmental con ontracting Parties:	tracts that will be used to im		
					Effective and Endi	ing Dates:
6. What other m	cchanisms (if any)	will be used to in	nplement the strateg	y for this service (e.g., ordin	annon regulations la	
General Assembl	ly, rate or fee chang	es, etc.), and whe	en will they take eff	ect?	lances, resolutions, loc	a acts of the
. Person comple	eting form: Jo:	seph D. Pr	citchard			Service La
Phone number: _		-4300	Date completed:	10/4/99		
3. Is this the pers	on who should be c	ontacted by state	agencies when eva	luating whether proposed loo	cal government proise	te
	th the service deliver signated contact per			- Freposed IO	go vorinnent project	
		(o) and profit	- manufer(s) below:			



Wastewater:

The City of Waycross will be a full wastewater service provider including the collection and treatment of wastewater within the City Limits of the City as they existed on January 1, 1999. The City shall also be the wastewater provider inside that Waycross-Ware County Industrial Park.

Ware County shall be the full service wastewater provider including the collection and treatment of wastewater in all other areas of Ware County. It is expected that the County will provide the wastewater service to the initial portions of the unincorporated area by the end of 2000. Treatment of the wastewater will be either from purchasing treatment capacity from the City of Waycross or building a separate Wastewater Treatment facility in Pierce County.

The treatment facility that is expected to be developed in Pierce County shall be developed in conjunction with the Pierce County Commission allowing capacity for Pierce County to utilize the facility as it develops a wastewater service in Pierce County. It is noted that this addition to service in Pierce County is included within the Pierce County Service Delivery Strategy.

Revenues generated from water service within each of the districts shall be used by the service provider to operate, maintain and enhance that service for its customers.

The City will comply with the County Land Use Plan and Ordinances in the Unincorporated County.

A map of the service territories is attached as Exhibit $_$ B_ to this agreement.

3

GEORGIA, WARE COUNTY.

WHEREAS, WARE COUNTY and the CITY OF WAYCROSS have heretofore entered into an agreement by which Ware County has the option to purchase or to sell to the City of Waycross the existing Water-Sewer System in the Waycross-Ware County Industrial Park, and

WHEREAS, Ware County has determined it is in the best interests of the citizens of Ware County not to purchase said system but to sell same to the City of Waycross.

Now, THEREFORE, BE IT RESOLVED:

That Ware County does not elect to purchase said system but elects to sell it to the City of Waycross for the sum of \$241,204.00 in accordance with the contract entered into on the 4th day of October, 1983;

BE IT FURTHER RESOLVED,

That the chairman of the County Commission be and he is hereby authorized to execute a conveyance to the City of Waycross, of the existing water and sewer system in Waycross-Ware County Industrial Park upon the payment of 241,204.00 by the City of Waycross.

This _______ day of November, 1983.

Jonan 7 Arios

P. O. DRAWER 1583 117 ALBANY AVE. CROSS, GEORGIA 31501 (912) 283-3856

A Resolution for a contract with the City of Waycross for the Purchase/Sale of the Waycross-Ware County Industrial Park Water and Sewer System.

BE IT RESOLVED that Ware County enter into the contract attached hereto, for the purchase/sale of the Waycross-Ware County Industrial Park Water and Sewer System and that the Chairman of the Ware County Commission be authorized and directed to execute the same.

This <u>3</u> day of October, 1983.

<u>Anie D. Revels</u>

A RESOLUTION

A proposed buy/sell agreement between Ware County, Georgia, and the City of Waycross, for the utilities in the Waycross-Ware County Industril Park is being presented to the Commission of the City of Waycross, and being considered by the Commission;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Waycross that said agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized and directed to execute said agreement on behalf of the City of Waycross.

Resolution adopted this 4th day of October, 1983.

James Ao Juson

ATTEST:

Jalles CITY

This agreement entered into this 4th day of October 1983, by and between the City of Waycross, Georgia, and the County of Ware,

WITNESSETH THAT,

WHEREAS, the parties are owner in common, each owning a one-half interest in the existing Water and Sewer System located in the Waycross-Ware Industrial Park; and

WHEREAS, the City of Waycross is constructing a wastewater treatment facility with grant assistance from the U.S. Environmental Protection Agency which has sufficient capacity to serve its needs and the needs of the jointly-owned sewer system; and

WHEREAS, the City of Waycross has obtained a federal grant from the Economic Development Administration for purpose in part of refurbishing and extending the existing jointly-owned system; and

WHEREAS, the required local effort for each Economic Development Administration grant is funded by the Waycross-Ware County Development Authority; and

WHEREAS, both parties to this agreement have determined that in order to properly organize and maintain the existing, jointly-owned water and sewer system it is more desirable for it to be owned by one entity;

NOW, THEREFORE, the parties for and in consideration of the mutual promises herein contained do agree as follows:

A. Ware County agrees to purchase, and the City of Waycross agrees to sell all of the right, title and interest in and to the jointly owned water and sewer system located in Waycross-Ware County Industrial Park, including, but not limited to, three (3) wells; one (1) elevated storage tank, and the distribution system for such water system including all pipes, fittings, meters, easements and rights-of-way; also all sewer mains, appurtenances, lift station and taps located in the Waycross-Ware County Industrial Park and the sewer taps for Pet Milk, Cauley Meat Company, Ware County Junior High School, Ware County Senior High School and Wacona Elementary School for a total price of \$241,204.00 to be paid by January 5, 1984. If Ware County does not remit the paypment due by January 5, 1984, then the city shall purchase and the county shall sell to the city the Industrial Park Water and Sewer System as described above, for a purchase price of \$241,204.00, to be paid within 30 days.

B. As a part of the consideration for this contract the City of Waycross agrees to permit Ware County to discharge from the aforesaid sewer collection system through the Kettle Creek Interceptor line, an average of up to 1,000,000 gallons per day of untreated effluents to be treated at the city's wastewater treatment plant. This agreement is limited to the aforementioned connections and any future connections within the Waycross-Ware County Industrial Park area, as shown by the attached plat.

C. The amount of effluent to be discharged by the county system for treatment will be measured by a recording device which is currently installed at the Kettle Creek Lift Station. If the recording device should fail, then discharge will be based on the past 12 months average. Said device will be read by the City of Waycross Water and Sewer Department on or before the 25th of each month and a monthly bill will be mailed on or before the 1st of the following month. On or before the 15th of the following month, Ware County will pay the monthly bill.

D. The city shall provide wastewater treatment and effluent disposal service to the county at rates constituting the full cost of treatment as defined as the direct cost and indirect cost of providing such services. Such cost shall include but not be limited to labor, materials, equipment, fuel, utilities, chemicals, transportation and travel expenses, billing expense, supplies, insurance, employee benefits, liability and workman's compensation and any other cost of operations, maintenance, repair and improvements to the wastewater treatment plant, debt services on revenue bonds including any reserve funds, renewal, replacement or depreciation funds required by bond covenants.

- E. The rate shall be computed by the following method:
 - A cost of operating the wastewater treatment plant as defined in paragraph D.
 - B total number of cubic feet billed in prior 12 months.
 - C cost of operation and maintenance of Kettle Creek Lift Station and 30-inch industrial park sewer main.
 - D total number of cubic feet metered at Kettle Creek Lift Station in prior 12 months.

 $\left|\frac{A}{B} + \frac{C}{D}\right| X 100 = User Charge Per 100 Cubic Feet$

The monthly bill will be based upon the user charge rate multiplied by the usage as determined at the Kettle Creek Lift Station.

The City of Waycross will bill Ware County for the actual units of sewage treated monthly at the rate determined by the aforestated calculation during the 12 months following each calculation. On January 1 of each year, the City of Waycross will supply to Ware County the audited cost of the preceding year, so that the aforesaid calculation may be made.

F. Ware County agrees to adopt and enforce the same sewer use standards as is required by the City of Waycross. Further, Ware County will adopt and enforce any additional rules and regulations as required by the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

G. In order to assure that the users of its system are not violating the requirements of the city's sewer ordinance in effect at that time, the county shall monitor at the source all industries at least annually and will collect from any industry a surcharge for any violation of BOD, total suspended solids, and total nitrogen limitations; which surcharge shall be equal to the surcharge for the same violation by any other customer of the city.

Upon collection of such surcharge the county shall promptly remit the same to the city.

H. As a part of the consideration hereof, the city agrees, from the funds derived from the Economic Development Administration Grant herein above mentioned, to refurbish the sewer and water system herein conveyed in accordance with the plans and specifications provided in that grant.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals.

THE CITY OF WAYCROSS, GEORGIA, Insix By (MMCC) Mayor

In the presence of:

18thur Marcie & Kilmich

WARE COUNTY, GEORGIA

By <u>Marmon</u> & Score

Attest: And A. Rewel, Jo.

In the presence of:

Allie B. Medlock Phiflis V. Cochran

COL CEO			SERVICE DELIVER		
	Instructions:	SUMMAI	RY OF SERVICE DELIV	ERY ARRANGEMENTS	PAGE 2
	Make copies of t Answer each ques		plete one for each service listed additional pages as necessary. If f Community Affairs.	on page 1, Section III. Use exactly the contact person for this service (listed	the same service names listed on page 1. ed at the bottom of the page) changes, this
County:	Ware		Service:	Water	
			d upon delivery arrangemer		
Service is check	will be provided ed, identify the	l countywide (i.e government, autl	e., including all cities and un hority or organization provi	nincorporated areas) by a single ding the service.)	e service provider. (If this box
Service identify	will be provided the government	l only in the unin , authority or org	ncorporated portion of the c ganization providing the ser	ounty by a single service provi vice.)	der. (If this box is checked,
One or n unincorp	nore cities will porated areas. (In	provide this servi f this box is chec	ice only within their incorported in the source of the second s	prated boundaries, and the serv nt(s), authority or organization	rice will not be provided in providing the service.)
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X Other. (If governme	this box is che ent, authority, o	cked, attach a le r other organizat	egible map delineating the tion that will provide servic	service area of each service pervice area.)	provider, and identify the
2. In developin	ng the strategy, no	were overlapping	g service areas, unnecessary	competition and/or duplicatio	on of this service identified?
If these condition higher levels of or competition	Scivice (See O	.C.G.A. 30-70-24	egy, attach an explanatio 4(1)), overriding benefits o	n for continuing the arranger f the duplication, or reasons the	ment (i.e., overlapping but at overlapping service areas
If these condition taken to climinate	ons will be elim ate them, the res	inated under the sponsible party a	strategy, attach an implen and the agreed upon deadlin	nentation schedule listing each e for completing it.	h step or action that will be
3. List each go	vernment or aut	hority that will h	elp to pay for this service a	nd indicate how the service wi	II be funded (c.g., enterprise ct fees, bonded indebtedness, etc.)
Local Government		Funding Method:			is root, condea macoleaness, etc.
Ware Co	ounty	User Fee	s, Enterprise Fu	unds	
<u>City of</u>	Waycross	User Fee	s, Water & Sewer	Fund	
Manor Wa	ater Auth	ority	User Fees		
A How will the					
4. How will the	strategy chang	e the previous an	rangements for providing a	nd/or funding this service with	in the county?
List any form	al service delive	ery agreements o	r intergovernmental contrac	ets that will be used to impleme	ent the strategy for this service:
.greement Name:			Contracting Parties:		Effective and Ending Dates:
6. What other m	echanisms (if a	ny) will be used	to implement the strategy for	or this service (e.g., ordinances	, resolutions, local acts of the
General Assemb	ly, late of fee ch	langes, etc.), and	when will they take effect	?	
Person comple	eting form:	Joseph D	. Pritchard		
Phone number:	(912)	287-4300	Date completed:	10/4/99	
8. Is this the pers	son who should	be contacted by	state agencies when evalua	ting whether proposed local go	-
		success:	bhone number(s) below:	ing whether proposed local go	vernment projects



OCT-29 99 14:30 FROM:WARE CO COMMISSION 912-287-4301

TO:914046790646

PAGE:05

SERVICE D	ELIVERY	STRATEGY
SUMMARY OF	LAND USE	AGREEMENTS

PAGE 3

633	SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS	PAG
the service de	Instructions: Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provide service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be Community Alfairs.	
County:	Ware	
	mpatibilities or conflicts between the land use plans of local governments were identified in the pro- livery strategy?	ocess of developing
ther of t	Incompatabilities were identified, however it was acknowned was a need for an agreement which was addressed by the attached Annexation Dispute Resolution Agreement, ef (1, 1998. (copy attached)	né pásságe

delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of nity Affairs.

patabilities were identified, however it was acknowledged that s a need for an agreement which was addressed by the passage ttached Annexation Dispute Resolution Agreement, effective 1998. (copy attached)

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

amendments to existing comprehensive plans

adoption of a joint comprehensive plan

other measures (amend zoning ordinances, add environmental regulations, etc.)

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

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

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

Annexation Dispute Resolution Agreement, effective July 1, 1998.

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

The City and Manor Authority will comply with the County Land Use Plan and Ordinances in the Unincorporated County.

Person completing	form:	Joseph D.	Pritchard	
one number:		287-4300	Date completed:	10/4/99
Is this the person vonsistent with land u	who should use plans of	be contacted by sta applicable jurisdic	atc agencies when evalua ations? 🗋 yes 🔲 no	ting whether proposed local government project.



SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE 3

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

County:

Instructions:

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

No incompatabilities were identifi however it was acknowledged that ch was addressed by the passage there was a need for an agreement wh of the attached Annexation Dispute Re lution Agreement, effective July 1, 1998. (copy attached)

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

adoption of a joint corprehensive plan other measures (amend zoning ordinances,

add environmental regulations, etc.)

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

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

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

Annexation Dispute Resolution Agreement, effective July 1, 1998.

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

5. Person completing form:	Joseph D.	Pritchard	
Phone number: (912)	287-4300	Date completed:	10/4/99
6. Is this the person who should consistent with land use plans of	be contacted by st applicable jurisdi	tate agencies when evaluation	ing whether proposed local government projects are
If not, provide designated contac	t person(s) and ph	one number(s) below:	

A RESOLUTION TO APPROVE SERVICE DELIVERY STRATEGY ANNEXATION DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY, GEORGIA

(98-23)

WHEREAS, Cities and Counties are required to adopt a procedure to resolve annexation disputes between Cities and Counties pursuant to O.C.G.A. §36-70-24(4)(c); and

WHEREAS, there being presented to the Commission of the City of Waycross Service Delivery Strategy Annexation Dispute Resolution Agreement between the City of Waycross and Ware County effective July 1, 1998, a copy of which is attached hereto and made a part hereof by reference; and

WHEREAS, said Service Delivery Strategy Annexation Dispute Resolution Agreement being considered.

NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Waycross that the Service Delivery Strategy Annexation Dispute Resolution Agreement in the form attached hereto is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby, authorized, directed and empowered to execute the Service Delivery Strategy Annexation Dispute Resolution in the form attached hereto and officials of the City of Waycross are authorized, empowered, and directed to implement the terms and conditions of the same.

SO RESOLVED this the 16th day of June, 1998.

CITY OF WAYEROSS, GEORGIA

ATTEST **CHÍY CLERK**

E:\CITY\RESOLUTTANNEXDIS.RES

Service Delivery Strategy Annexation Dispute Resolution Agreement (Pursuant to O.C.G.A. 36-70-24(4)(c))

The City of Waycross and Ware County hereby agree, effective July 1, 1998, to implement the following process for resolving *bona fide* land use disputes raised by Ware County relative to areas to be annexed into the City of Waycross.

- After receiving a Petition to Annex lands located in Ware County into the City of Waycross ("City"), the City will notify Ware County of the proposed annexation ("Notice"), said Notice to include a description of the property and the proposed land use ("Proposed Land Use") of the property upon annexation. The City will send a copy of the application and attachments to the Waycross-Ware County Planning Commission ("Planning Commission").
- At its next meeting the Planning Commission will consider the application and make a recommendation concerning the Proposed Land Use.
- 3. Within 15 days following receipt of the Planning Commission's recommendation, County will respond to the City either: (a) indicating that the County has no objection to the Proposed Land Use for the property; or (b) stating its *bona fide* objection(s) to the City's Proposed Land Use, stating the reasons for such objections, and stating any proposed changes or conditions that would resolve the County's objection(s);
- 4. If City does not follow the recommendations of the Planning Commission, County shall have 15 days to state its bona fide land use objection.
- 5. If Ware County fails to state *bona fide* objections to City's Proposed Land Use in a timely manner the City is free to proceed with the annexation and to zone the property in accordance with City's Proposed Land Use. Moreover, if the County fails to respond to the City's notice in writing within 15 days of the recommendation of the Planning Commission, the City is free to proceed with the annexation.
- 6. If Ware County timely notifies the City that it has a *bona fide* land use classification objection(s), the City will have 15 days to respond to the County in writing. If the parties are unable to resolve their differences within 15 days of City's notice, the City and County agree to appoint a committee to study and negotiate a resolution of the differences, consisting of two members from the City and two members

from the County. The Committee shall be authorized to resolve the disputes. If the Committee is unable to resolve the dispute within 45 days of the City's notice, either the City or County may demand arbitration. Such arbitration shall be binding on the parties. Such arbitration shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

- 7. Any costs associated with the mediation or arbitration or both will be shared equally between the City and County.
- If the City and County reach agreement, City will adopt and approve the annexation with the agreed upon Land Use classification, with any conditions that the parties have agreed upon.

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of the parties hereto or unless otherwise terminated by operation of law. Upon adoption by the City and County, this agreement will be advertised and posted at City Hall and the County Courthouse.

WARE COUNTY

2

CITY OF WAYCROSS

E:\CITY\WARECO\SERVICE.DEL

OF G	E COL	SERVICE DELIVER	Y STRATEGY		
	C &	CERTIFICAT	TIONS		PAGE
	Ŋ	Instructions: This page must, at a minimum, be signed by an authorized representati county seat; 3) all cities having 1990 populations of over 9,000 residin population of between 500 and 9,000 residing within the county. Citie the strategy are not required to sign this form, but are encouraged to do	g within the county; and s with 1990 nonulations	4) no less than 50% of all	other cities with a 1990
		SERVICE DELIVERY STRATEGY FOR	Ware	Co	UNTY
1.	We h	have executed agreements for implementation of our servic	ce delivery strategy	and the attached form	ns provide an
2.	Our s	service delivery strategy promotes the delivery of local go	0-21):		
3.	Our s	onsive manner (O.C.G.A. 36-70-24 (1)); service delivery strategy provides that water or sewer fees daries of a service provider are reasonable and are not arbi- ed within the geographic boundaries of the service provide	charged to custome	rs located outside the	
4.	jointl the co	service delivery strategy ensures that the cost of any service y funded by the county and one or more municipalities) pro- pounty are borne by the unincorporated area residents, indivi- ce (O.C.G.A. 36-70-24 (3)); and	es the county gover	mment provides (incl	atad area of
5.	The p	process(es) for resolving land use disputes arising over ann G.A. 36-70-24(4)).	exation were establ	ished by the July 1, 1	998 deadline

GNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Robulton	S. Roger Strickla Robert Odum	nd Chairman Mayor	Ware County City of Waycro	10/4/99 ss 10/4/99
			· And · An	
		annan furdanustalaisea haga daga daga kalansanga ka ya ak ya a	ramanaada y waxaanaa kare usalay - uuraana - qaaqaa	