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**Service Delivery
Strategy Manual**

For

Ware County

And

The
City of Waycross

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:



SERVICE DELIVERY STRATEGY

FOR Ware COUNTY

I. GENERAL INSTRUCTIONS

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

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.

- 1. Water
2. Wastewater
3. Emergency Management
4. Parks and Recreation
5. EMS
6. E-911
7. Fire
8. Roads and Bridges
9. Trash Pick-up
10. Law Enforcement
11. Animal Control
12. Planning and Zoning
13. Cemeteries
14. WATS
15. Airport
16. Magistrate Court
17. State Court
18. Juvenile Court
19. Public Defender
20. Solicitor
21. Probate Court
22. Coroner
23. Victim Assistance Program
24. Municipal Court
25. Business Licenses
26. Beer and Alcohol Licenses
27. Tax Assessment and Collection
28. LIBRARY - 11-16-02

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 A to this agreement.



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: Ware Service: Animal Control

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

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

Okefenokee Humane Society -- County wide

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

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
| | |
| | |

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:

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact 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, 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: Ware Service: Animal Control

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or organization that will provide service within each service area.)

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

- yes no

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

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Local Government or Authority: Funding Method:

| | |
|------------------|--------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

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

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

Person completing form: Joseph D. Pritchard
 Phone 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? yes no

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

Animal Control:

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.



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

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County: Ware Service: Airport/FBO

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Ware County
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|-------------|--------------|
| Ware County | General Fund |
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| | |

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

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
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Person completing form: Joseph D. Pritchard
 Phone 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? yes no

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

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.



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Ware Service: Beer and Alcohol Licenses

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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Ware County
City of Waycross
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

yes no

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
| | |
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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:

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
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County: Ware Service: Business Licenses

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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Ware County
City of Waycross

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

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Local Government or Authority: Funding Method:

| | |
|------------------|--------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

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

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Phone number: (912) 287-4300 Date completed: 10/4/99

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County: Ware Service: Cemeteries

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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City of Waycross
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- yes no

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

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Local Government or Authority: Funding Method:

| Local Government or Authority | Funding Method |
|-------------------------------|---|
| City of Waycross | General Fund, User Fees, Special Revenue Fund |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
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7. Person completing form: Joseph D. Pritchard
Phone 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? yes no
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**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: Ware Service: Juvenile Court

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

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Local Government or Authority: Funding Method:

| | |
|--------------------|---------------------|
| <u>Ware County</u> | <u>General Fund</u> |
| | |
| | |
| | |

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

No Change

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| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
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County: Ware Service: Magistrate Court

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

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Local Government or Authority: Funding Method:

| | |
|-------------|--------------|
| Ware County | General Fund |
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| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
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7. Person completing form: Joseph D. Pritchard

Phone 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? yes no

If not, provide designated contact 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, 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: Ware Service: Municipal Court

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

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

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

- yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|------------------|--------------|
| City of Waycross | General Fund |
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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:

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

7. Person completing form: Joseph D. Pritchard
Phone 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? yes no
If not, provide designated contact person(s) and phone number(s) below:



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

Instructions:

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County: Ware Service: Planning and Zoning

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

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

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

- yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|------------------|--------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
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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:

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

7. Person completing form: Joseph D. Pritchard
 Phone number: (912) 287-4300 Date completed: 10/4/99

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



**SERVICE DELIVERY STRATEGY
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County: Ware Service: Planning and Zoning

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- yes no

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| Local Government or Authority | Funding Method: |
|-------------------------------|-----------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
| | |
| | |

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:

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact person(s) and phone number(s) below:

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 the laws of the State of Georgia (hereinafter referred to as the City).

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:

I. 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 other code administration and growth management activities. The County would be available to assist with the preparation or performance of the following tasks:

A. Transportation Planning and Coordination/Major Street and Highway Plan:

1. Transportation Planning Coordinating Committee
2. Transportation Citizens Advisory Committee
3. Major Street and Highway Plan Administration

B. Comprehensive Planning and Coordination/Waycross:

1. Waycross-Ware County Comprehensive Plan Update/Amendment
 - a. Economic Development, Population, Land Use Plan, Transportation Plan, Community Facilities Plan, Natural and Historic Resources Development and Housing Plan
 - b. Short Range (five year) Work Program
 - c. Development Activities to Coordinate and Implement Plan

2. Zoning Ordinance Text/Map Revisions/Amendments
3. Official Zoning Map Amendments - Rezoning
4. Subdivision Ordinance Administration - Conduct/Coordinate reviews of subdivisions
5. Subdivision Ordinance Text Amendments
6. 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, local 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. Time of Performance:

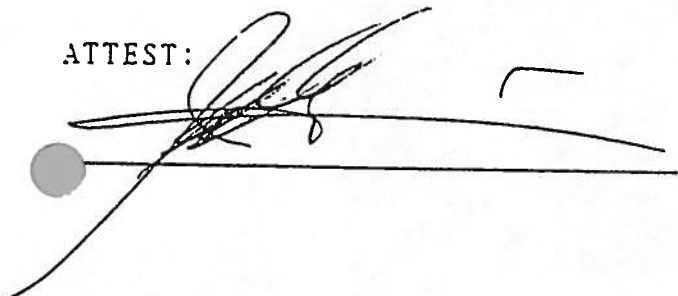
- A. The services of the County are to commence on the effective date of this contract and shall be undertaken and completed as expeditiously as possible.
- B. The contract shall continue in effect until December 31, 1998 unless extended by written and mutual agreement. Services will be performed only 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.

IV. Compensation and Method of Payment:

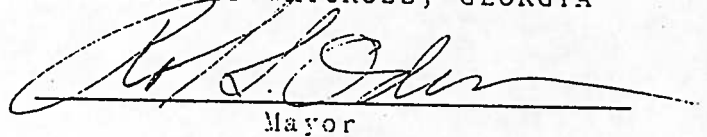
- A. In consideration of services rendered under Section I, hereof, the City shall reimburse the County a minimum of \$350.00 on a monthly basis subject to receipt of a requisition for payment from the County. Travel, printing reproduction and subsistence will be reimbursed at actual cost. Travel by 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:
 - 1. Management Personnel ----- \$25.00 per hour
 - 2. Secretarial ----- \$12.60 per hour
 - 3. 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:

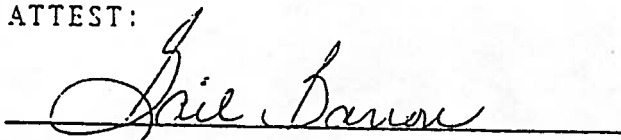


THE CITY OF WAYCROSS, GEORGIA

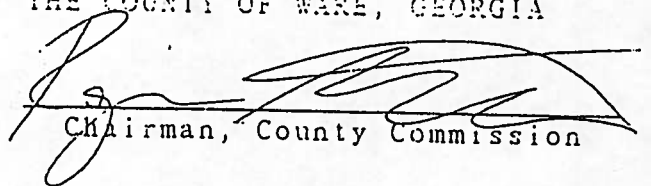


Mayor

ATTEST:



THE COUNTY OF WARE, GEORGIA



Chairman, County Commission



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

Instructions:

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County: Ware Service: Probate Court

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

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

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

yes no

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

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

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

Local Government or Authority: Funding Method:

| Local Government or Authority | Funding Method |
|-------------------------------|----------------|
| Ware County | General Fund |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

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

7. Person completing form: Joseph D. Pritchard

Phone 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? yes no

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



SERVICE DELIVERY STRATEGY

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: Ware Service: Public Defender

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

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- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- yes no

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

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

Local Government or Authority: Funding Method:

| | |
|--------------------|---------------------|
| <u>Ware County</u> | <u>General Fund</u> |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
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County: Ware Service: Solicitor

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Ware County
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- yes no

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

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

Local Government or Authority: Funding Method:

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

No Change

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

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no

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



SERVICE DELIVERY STRATEGY
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County: Ware Service: State Court

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Ware County
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Local Government or Authority: Funding Method:

| Local Government or Authority | Funding Method |
|-------------------------------|----------------|
| Ware County | General Fund |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
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7. Person completing form: Joseph D. Pritchard

Phone 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? yes no

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



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

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County: Ware Service: Coroner

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Ware County
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

Local Government or Authority: Funding Method:

| Local Government or Authority | Funding Method |
|-------------------------------|----------------|
| Ware County | General Fund |
| | |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact 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, 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: Ware Service: E-911

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

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

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

yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|-------------|--------------------------------|
| Ware County | General Fund, Enterprise Funds |
| | |
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| | |

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

No Change

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

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

Person completing form: Joseph D. Pritchard

Phone 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? Yes no

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

E-911 Service:

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 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: Ware Service: EMS

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

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

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

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

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

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

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

No Change

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

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact person(s) and phone number(s) below:

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)

D-5

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



MAYOR

ATTEST:



CITY CLERK

AGREEMENT

GEORGIA, WARE COUNTY.

THIS AGREEMENT, made and entered into this the 2nd 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"),

W I T N E S S E T H :

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.

4.

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 permitted.

5.

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.

11.

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 full force 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 COUNTY, GEORGIA

BY: Curtis Brantley
CHAIRMAN

ATTEST: Sail D Barrow
CLERK

Signed, sealed and delivered
in the presence of;

Willie B. Medlock

Parula C. Gibson

NOTARY PUBLIC

Notary Public, Ware County, Georgia

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

CITY OF WAYCROSS, GEORGIA

BY: [Signature]
MAYOR

ATTEST: [Signature]
CITY CLERK

Signed, sealed and delivered
in the presence of:

[Signature]

WITNESS

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
Notary Public, Ware County Georgia

My Commission Expires Jan. 20, 1990



**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: Ware County Service: Emergency Management

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

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

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

- yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|--------------------|---------------------|
| <u>Ware County</u> | <u>General Fund</u> |
| | |
| | |
| | |

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

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |

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

Person completing form: Joseph D. Pritchard
 Phone 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? yes no

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

Emergency Management:

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.



**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 I. 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: Ware Service: Fire

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Ware County
City of Waycross
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|------------------|-------------------------------------|
| Ware County | General Fund, Insurance Premium Tax |
| City of Waycross | General Fund |
| | |
| | |

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

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
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| | | |

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

7. Person completing form: Joseph D. Pritchard
Phone 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? yes no

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

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.



**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: Ware Service: Garbage Pick Up

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 City of Waycross
 Southland Waste
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

- yes no

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| City of Waycross | General Fund |
| Southland Waste | User Fees |
| | |
| | |

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

No Change

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

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

Person completing form: Joseph D. Pritchard
 Phone 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? yes no

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

Solid Waste Management:

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.



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: Ware Service: Law Enforcement

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

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

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

- yes no

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
| | |
| | |

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

No Change

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

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

Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact person(s) and phone number(s) below:

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.



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: Ware County Service: Parks and Recreation

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

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

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

- yes no

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|--------------------------------|
| <u>Ware County</u> | <u>General Fund, User Fees</u> |
| | |
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| | |

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

No Change

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

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

7. Person completing form: Joseph D. Pritchard
 Phone 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? yes no
 If not, provide designated contact person(s) and phone number(s) below:

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 October 17, 1983. 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:

1. 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.

3. That the City of Waycross enter into a 50 year lease 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.

Thomas E. Gray
Chairman

Paul D. Levels
Attest

GUYTON, MCGEE,
WICKSON

P. O. DRAWER 1529
117 ALBANY AVE.
WAYCROSS, GEORGIA 31501
(912) 293-3894



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: Ware Service: Roads and Bridges

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Ware County
City of Waycross
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

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

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

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

Local Government or Authority: Funding Method:

| | |
|------------------|--------------|
| Ware County | General Fund |
| City of Waycross | General Fund |
| | |
| | |
| | |

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

No Change

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

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
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| | | |

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

Person completing form: Joseph D. Pritchard

Phone 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? yes no

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

Roads and Bridges:

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.



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: Ware Service: Tax Assessment & Collection

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

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

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

yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|--------------------|---------------------|
| <u>Ware County</u> | <u>General Fund</u> |
| | |
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| | |

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

No Change

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

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

Person completing form: Joseph D. Pritchard

Phone 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? yes no

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

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.

D-6

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.

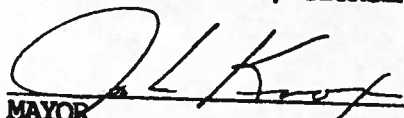
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF WAYCROSS, that the agreement for the Tax Commissioner to collect all City of Waycross, and Waycross School Board Ad Valorem Taxes commencing with the year 1989, is hereby approved.

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 2nd day of May, 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

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: Curtis Bradley (SEAL)

ATTEST: Paul A. Barrow

Signed, sealed and delivered
in the presence of:

Annelle Pittman

Idie A. Ammons

NOTARY PUBLIC

Notary Public, Ware County, Georgia

MY COMMISSION EXPIRES: _____

My Commission Expires Feb. 19, 1985

Janet Hinson
JANET HINSON

Signed, sealed and delivered
in the presence of:

Willie B. Medlock

Patricia C. Gibson

NOTARY PUBLIC

Notary Public, Ware County, Georgia

MY COMMISSION EXPIRES _____

My Commission Expires Feb. 19, 1993

CITY OF WAYCROSS, GEORGIA

BY: John Kraft

ATTEST: [Signature]

Signed, sealed and delivered
in the presence of:

Barbara Soult

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Notary Public, Ware County Georgia

My Commission Expires Jan. 20, 1990



**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: Ware Service: Victim Assistance Program

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

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

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

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|--|
| <u>Ware County</u> | <u>General Fund, Fines and Forfeitures</u> |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

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

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

7. Person completing form: Joseph D. Pritchard
Phone 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? yes no
If not, provide designated contact 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, 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: Ware Service: WATS *Waycross Area Television Station*

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

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

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

Local Government or Authority: Funding Method:

| Local Government or Authority: | Funding Method: |
|--------------------------------|------------------------------------|
| City of Waycross | General Fund, Special Revenue Fund |
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| | |

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

No Change

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

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

7. Person completing form: Joseph D. Pritchard

Phone number: (912) 287-4300 Date completed: 10/4/99

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

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



**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: Ware Service: WATS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- yes no

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

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

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

Local Government or Authority: Funding Method:

| | |
|------------------|------------------------------------|
| City of Waycross | General Fund, Special Revenue Fund |
| | |
| | |
| | |

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

No Change

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

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

7. Person completing form: Joseph D. Pritchard

Phone 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? yes no

If not, provide designated contact 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, 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: Ware Service: Wastewater

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

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

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

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

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

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

| Local Government or Authority: | Funding Method: |
|--------------------------------|-----------------|
| City of Waycross | User Fees |
| Ware Co. (proposed future) | |
| | |
| | |
| | |

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:

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |

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








7. Person completing form: Joseph D. Pritchard
Phone 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? yes no
If not, provide designated contact person(s) and phone number(s) below:

Sewer Authorities Of Ware County

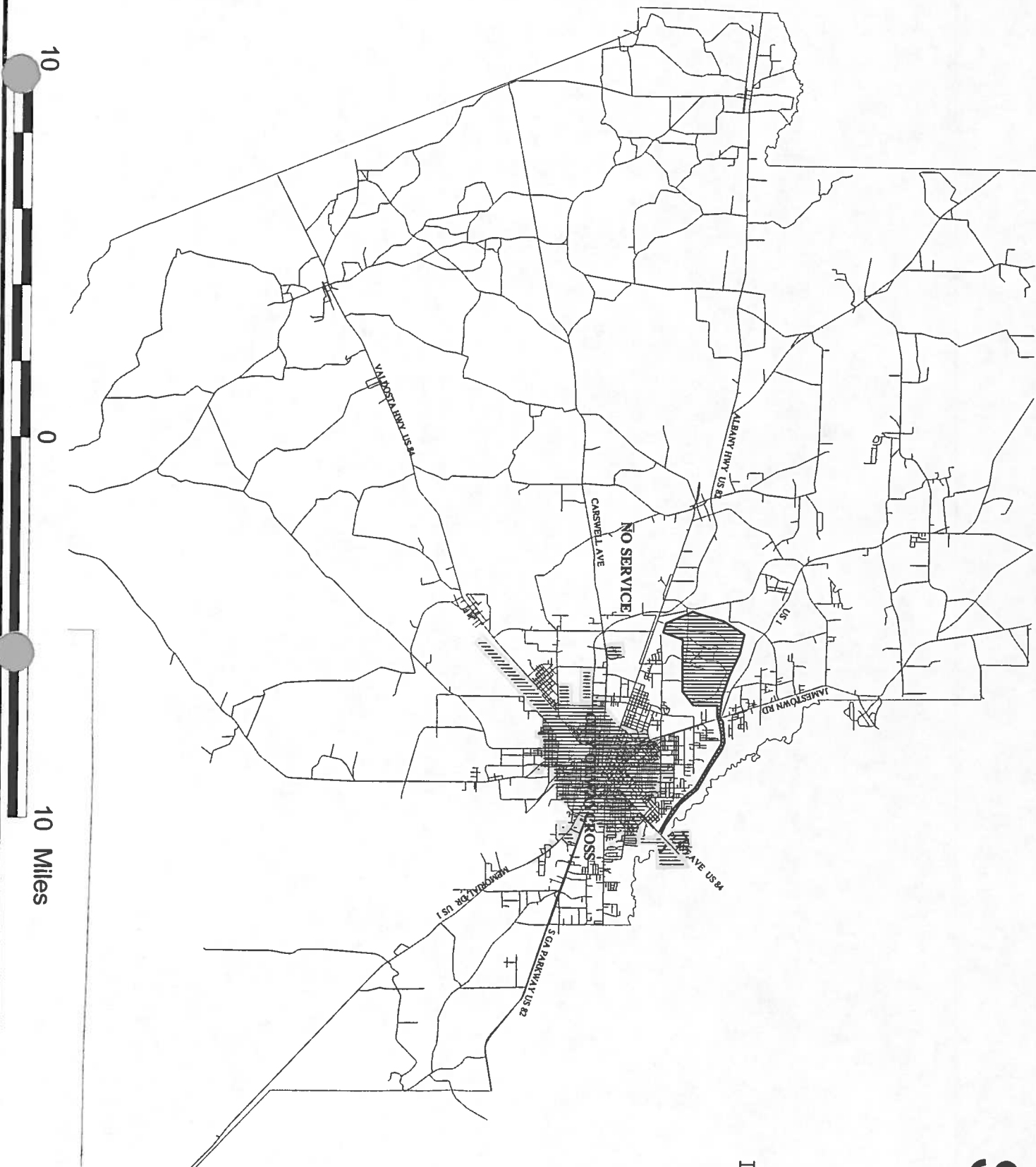
as of July 1, 1999

Legend:

-  Center Line Roads
-  City Limits
-  CITY OF WAYCROSS
-  WARE COUNTY
-  Service Areas
-  CITY OF WAYCROSS
-  NO SERVICE



Southeast Georgia Regional
Development Center



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.

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.

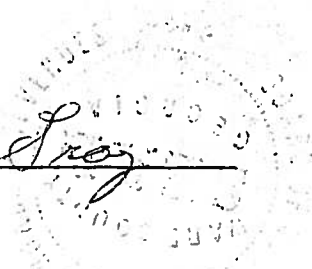
Now, THEREFORE, BE IT RESOLVED:

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 21st day of November, 1983.


Thomas F. Gray

Gail D. Lewis, Clerk

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 3 day of October, 1983.

Thomas E. Gray

Chairman

Paul D. Kevels

Attest

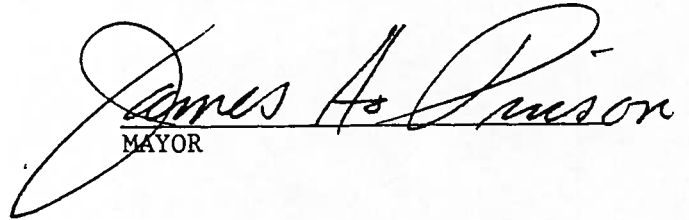
A RESOLUTION

A proposed buy/sell agreement between Ware County, Georgia, and the City of Waycross, for the utilities in the Waycross-Ware County Industrial 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.


MAYOR

ATTEST:


CITY CLERK

GEORGIA, WARE COUNTY.

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 payment 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.

$$\left[\frac{A}{B} + \frac{C}{D} \right] \times 100 = \text{User Charge Per 100 Cubic Feet}$$

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 aforesaid 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

By: James A. Lusk
Mayor

Attest: J. G. Gattis
City Clerk

In the presence of:

[Signature]
Marcie S. Lusk

WARE COUNTY, GEORGIA

By: Shannon E. Dean
Chairman of Commission

Attest: Eric D. Kewell
County Clerk

In the presence of:

Willie B. Nealock
Phyllis V. Cochran



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: Ware Service: Water

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

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

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

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

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

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

Local Government or Authority: Funding Method:

| | |
|-----------------------|-------------------------------|
| Ware County | User Fees, Enterprise Funds |
| City of Waycross | User Fees, Water & Sewer Fund |
| Manor Water Authority | 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:

| Agreement Name: | Contracting Parties: | Effective and Ending Dates: |
|-----------------|----------------------|-----------------------------|
| | | |
| | | |
| | | |

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









Person completing form: Joseph D. Pritchard
 Phone number: (912) 287-4300 Date completed: 10/4/99

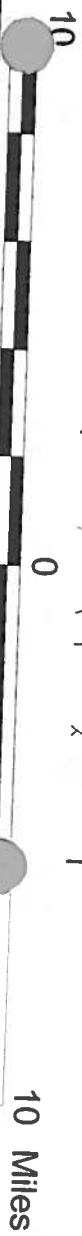
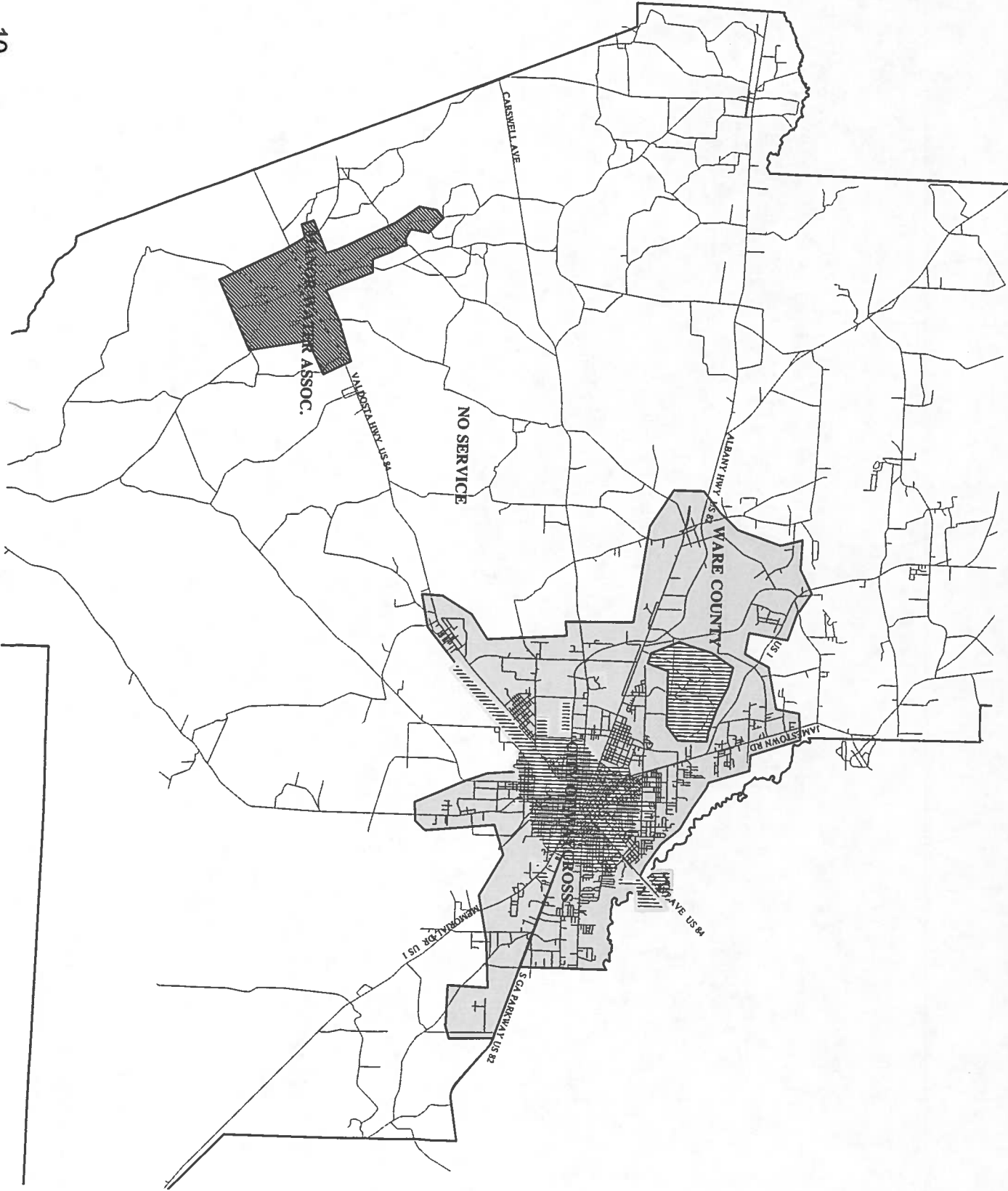
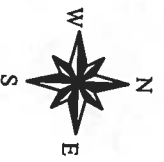
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no
 If not, provide designated contact person(s) and phone number(s) below:

Water Authorities Of Ware County

as of July 1, 1999

Legend:

-  Center Line Roads
 -  Waycross
 -  CITY OF WAYCROSS
 -  WARE COUNTY
- Service Areas
-  CITY OF WAYCROSS
 -  MANOR WATER ASSOC
 -  NO SERVICE
 -  WARE COUNTY





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

Instructions:

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

County: Ware

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

No incompatibilities were identified, however it was acknowledged that there was a need for an agreement which was addressed by the passage of the attached Annexation Dispute Resolution Agreement, effective July 1, 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.)

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

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

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.

5. Person completing form: Joseph D. Pritchard
 phone number: (912) 287-4300 Date completed: 10/4/99

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

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



SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS

Instructions:

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

County: Ware

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

No incompatibilities were identified, however it was acknowledged that there was a need for an agreement which was addressed by the passage of the attached Annexation Dispute Resolution Agreement, effective July 1, 1998. (copy attached)

Finalized

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.)

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

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

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 be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? yes no

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

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

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.

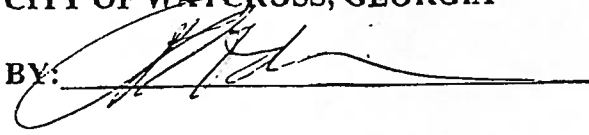
NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Waycross that the Service Delivery Strategy Annexation Dispute Resolution Agreement in the form attached hereto is hereby approved.

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.

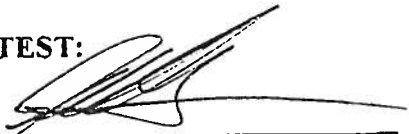
SO RESOLVED this the 16th day of June, 1998.

CITY OF WAYCROSS, GEORGIA

BY:



ATTEST:



CITY CLERK

E:\CITY\RESOLUTION\ANNEXDIS.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.

1. 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").
2. 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 Association, 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.
8. 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

BY: 

CITY OF WAYCROSS

BY: 

E:\CITYWARECO\SERVICE.DEL

