				M	AY 1 2 2005
1	R.	GEORGIA D	EPARTMENT OF	COMMUNITY AFFAIRS	
CLL/	(III) —	SE	RVICE DELIVE	RY STRATEGY	
		FOR_	PIKE	COUNTY	PAGE 1
I.	GENERAL INSTRUC	TIONS:			
1.	-	orms should be submitted per co d counties that were party to the		d forms should clearly present the crategy.	ollective agreement
2.	List each local governm	nent and/or authority that provid	les services include	d in the service delivery strategy in S	Section II below.
3.				al government and authority within t is will facilitate description of the se	
4.	For each service or ser (page 2).	vice component listed in Section	n III, complete a seg	parate Summary of Service Delivery	Arrangements form
5.	Complete one copy of t	the Summary of Land Use Agree	ements form (page 3	3).	
6.				ives of participating local governme nts required by law (see Instructions	
7.	Mail the completed for	ms along with any attachments t	0:		
	Georgia Departme Office of Coordina 60 Executive Park Atlanta, Georgia 3	South, N.E.		For answers to most frequently asked Georgia's Service Delivery Act, links publications, visit DCA's website at www.dca.servicedelivery.org, or call t Coordinated Planning at (404) 679-3.	and helpful he Office of
1				forms will require an official update of orgia Department of Community Affan	Provide a contraction of the second sec
-	strutegy un	a submittat of revised forms and t	and comments to the Go	orgiu Department of Community Affai	ur.s.

# 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.

Pike County, City of Zebulon, City of Concord, City of Molena, City of Meansville, City of Williamson, Pike County Water & Sewerage Authority, Pike County Recreation Authority, Keep Pike Clean & Beautiful Authority and Pike County Industrial Development Authority

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

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

Water Supply & Distribution, Sewage Collection, Public Health, Elections (other), Elections (mayor/council), Voter Registration, Traffic Court, Indigent Defense, Superior Court, Magistrate Court, Probate Court, Juvenile Court, Planning & Zoning, Library, Jail, Business License, Beer & Wine licenses, Industrial Development, Downtown Development, Social Services, Tax Assessor, Sr. Citizen Center, Ambulance, Code Enforcement, E-911 Communications, Emergency Management, Coroner, Extension Services, Public Works, Solid Waste, Parks & Recreation, Law Enforcement, Building Inspection, Fire Protection

## SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE 3

#### 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: Pike

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

None noted.

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

amendments to existing comprehensive plans

adoption of a joint comprehensive plan

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

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

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

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

A copy of the dispute resolution agreement is attached.

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?

Contract between Pike County Water & Sewerage Authority and the City of Zebulon; Contract between Pike County Water & Sewerage Authority and the City of Williamson; Contract between Pike County Board of Commissioners and the City of Concord

5. Person completing form: \_\_\_\_\_ Tommy Burnsed

Phone number: 770-567-3406

\_ Date completed: 10/01/2004

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? If Yes D No

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

# MAY 1 2 2005



## SERVICE DELIVERY STRATEGY UPDATE CERTIFICATIONS

Instructions:

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

# UPDATED SERVICE DELIVERY STRATEGY FOR PIKE

COUNTY

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

- We have reviewed our existing Service Delivery Strategy and have determined that: (Check only one box for question #1)
  - A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
  - B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
- · any supporting local agreements pertaining to each of these services that has been revised/updated; and
- an updated service area map depicting the agreed upon service area for each provider if there is more than one service
  provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not
  coincide with local political boundaries.
- Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
- Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
- Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
- Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

- Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
- 7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
- Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))<sup>1</sup> and;
- DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Alty	Steve Fry	Chairman	Pike County	219/05
Boby Blalod	Bobby Blalock	Mayor	City of Zebulon	12/21/04
Day Sty	Sonny Story	Mayor	City of Concord	2/9/05 12/21/04 12/2570 4

PAGE 2

1 1. m	
A Strange M.	
H	
议道 计图算	
A standard la	

#### 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: Pike

Service: Ambulance Service

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

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.

 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:

Pike County	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	al contracts that will be used to implement the strategy for the	nis
	service:		

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol><li>What other mechanisms (if any) will be u General Assembly, rate or fee changes, et</li></ol>		ce (e.g., ordinances, resolutions, local acts of the
18.3 (8. 10)		
7. Person completing form:But	rnsed	
Phone number: 770-567-3406	Date completed: 10/01	1/2004
<ol> <li>Is this the person who should be contacted consistent with the service delivery strategy</li> </ol>		er proposed local government projects are
If not, provide designated contact person(	s) and phone number(s) below:	

SERVICE DELIVERY STRATEGY	12 
SUMMARY OF SERVICE DELIVERY ARRANGE	MENTS

PAGE 2

		In	st	ru	cti	on	S:
--	--	----	----	----	-----	----	----

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: \_\_\_\_ Pike County \_\_\_\_\_ Service: \_\_\_ Beer & Wine Licenses

1.	Check the	box that	best	describes t	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.)

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

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

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

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

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

Local Government or Authority: Funding Method:

Pike County	Permit Fees	
Zebulon	Permit Fees	
Concord	Permit Fees	
Molena	Permit Fees	

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

No Change

Contracting Parties:	Effective and Ending Dates:
mplement the strategy for this service (e.g., ordinar when will they take effect?	nces, resolutions, local acts of the
Date completed: 10/01/2004	
te agencies when evaluating whether proposed loca	al government projects are
	Date completed: <u>10/01/2004</u> te agencies when evaluating whether proposed loca Yes I No whone number(s) below:

PAGE 2

EE A
國到
Mainter .

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: Pike	Service: Building Inspections	
1. Check the box that best describes the agreed upon de	elivery 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?

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.).

General Fund, user fees	
General Fund, user fees	

Local Government or Authority: Funding Method:

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

Pike County contract with each of the cities to provide this service in the incorporated areas for a fee to the city.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol><li>What other mechanisms (if any) will be General Assembly, rate or fee changes,</li></ol>		ce (e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tommy Bu	rnsed	
7. Person completing form: <u>Tommy Bu</u> Phone number: <u>770-567-3406</u>	rnsedDate completed: <u>10/01</u>	1/2004

PAGE 2

#### Instructions:

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

County: Pike County

Service: Business License

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.)
- Cone 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.) Pike County-Zebulon, Concord, Molena, Williamson, and Meansville. 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? Ves 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:	
Pike County	permit fee	
Zebulon	permit fee	
Molena	permit fee	
Concord	permit fee	
Williamson	permit fee	

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 a service:	greements or intergovernmental contracts that will b	be used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
and the second		
	vill be used to implement the strategy for this service anges, etc.), and when will they take effect?	e (e.g., ordinances, resolutions, local acts of the
7. Person completing form: ± Ton	my Burnsed	
Phone number: 770-567-340	4D	/01/2004
consistent with the service deliver	contacted by state agencies when evaluating whether ry strategy? $X^{A}$ Yes $\Box$ No person(s) and phone number(s) below:	proposed local government projects are

0

PAGE 2

#### Instructions:

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

County: Pike

Service: Code Enforcement

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

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.

 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:

Pike County	General fund	
Concord	General Fund	

How will the strategy change the previous arrangements for providing and/or funding this service within the county? Not previously submitted.

5. List any formal service delivery a	greements or intergovernmental	contracts that will	be used to implement the strateg	y for this
service:				

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	be used to implement the strategy for this service es, etc.), and when will they take effect?	e (e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tom	my Burnsed	
7. Person completing form: Tom Phone number: 770-567-3406	my BurnsedDate completed: 10/01/	2004

PAGE 2

#### Instructions:

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

County:	Pike	Service:	Coroner Services

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

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:

Pike County	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 intergovernmenta	I contracts that will be used to implement the strategy for this
service:	

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol> <li>What other mechanisms (if any) will be used to i General Assembly, rate or fee changes, etc.), and</li> </ol>		, ordinances, resolutions, local acts of the
7. Person completing form: Tommy Burnsed		
Phone number: 770-567-3406	Date completed: 10/01/2004	
8. Is this the person who should be contacted by sta consistent with the service delivery strategy?		osed local government projects are
If not, provide designated contact person(s) and p Terrell Moody, Coroner 770-567-8642	phone number(s) below:	

PAGE 2

#### Instructions:

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

County	Service: Downtown Development
1. Check the box that best describe	es the agreed upon delivery arrangement for this service:
	tywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is nent, authority or organization providing the service.)
	in the unincorporated portion of the county by a single service provider. (If this box is checked, ority or organization providing the service.)
One or more cities will provid unincorporated areas. (If this	le this service only within their incorporated boundaries, and the service will not be provided in box is checked, identify the government(s), authority or organization providing the service.)
	the this service only within their incorporated boundaries, and the county will provide the service in box is checked, identify the government(s), authority or organization providing the service.)
government, authority, or oth	attach a legible map delineating the service area of each service provider, and identify the er organization that will provide service within each service area.)
2. In developing the strategy, were Yes Tho	on DDA overlapping service areas, unnecessary competition and/or duplication of this service identified?
	der the strategy, <b>attach an explanation for continuing the arrangement</b> (i.e., overlapping but G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or
	ed under the strategy, attach an implementation schedule listing each step or action that will be sible party and the agreed upon deadline for completing it.
	ty that will help to pay for this service and indicate how the service will be funded (e.g., enterprise special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded
Local Government or Authority:	Funding Method:
Pike County	General Funds
Zebulon DDA	General Funds
	previous arrangements for providing and/or funding this service within the county? contributions of both property and monitery value to uded with this SDS

5. List any formal service delivery agr service:	eements or intergovernmental contracts that will be	e used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	I be used to implement the strategy for this service ges, etc.), and when will they take effect? ly	e (e.g., ordinances, resolutions, local acts of the
7. Person completing form: _ Tommy	Burnsed	
Phone number: 770-567-3406	Date completed: 10/01/2	2004
consistent with the service delivery	erson(s) and phone number(s) below:	proposed local government projects are

4





Pike County (Unincorporated)

Provide a function of the second free 1000 Dataset State of Texas

Sanaya DCT (1996) 2003 (Georgia DNR, 1996) 1000 (155) conversioned (1997) 3367 www.Feigural.communication/1001 (1997)

Level The Michael T and EDU in discrete starture. The Machine Michael Science of particular proposal response respirate and incorport in the serge product. The indiversal is conserved the mick activative is the series manufactor of respirate strengths of the spinole term production and accessive all series to the series of the michael of the first and series of the series. The product form and particular the series of the michael activation and provide the Michael Start Fall EDU. Started and the series of the series and the provide start of the series. The product sector is the series and program such. 120 NHG Suid Contained State of the State of the State Contained State of the State of the State of the State Contained State of the State of the State of the State of the State Contained State of the State of the





The Honorable Bobby Blount, Chairman Board of Commissioners of Pike County P.O. Box 377 Zebulon, Georgia 30295

Re: TE Grant Matching Funds

Dear Sir:

On behalf of the Zebulon Downtown Development Authority, I am requesting Pike County's share of the matching funds for our joint project to revitalize the Courthouse Commercial District of Zebulon. Per the agreement, the County's share is \$51,500.00 and will be matched by the same amount by the City of Zebulon. The project will receive a total of \$410,000.00 of Federal Transportation Enhancement funding, for a total of \$503,000.00.

The DDA wishes to thank the Commission Board for their support of this project. We look forward to a successful partnership in ensuring the future economic and civic vitality of our county seat.

Sincerely,

randle

Walker L. Chandler, Chair Zebulon Downtown Development Authority



Department of Transportation

HAROLD E. LINNENKOHL COMMISSIONER (404) 656-5206

> PAUL V. MULLINS CHIEF ENGINEER (404) 656-5277

State of Georgia #2 Capitol Square, S.W. Atlanta, Georgia 30334-1002

LARRY E. DENT DEPUTY COMMISSIONER (404) 656-5212

EARL L. MAHFUZ

TREASURER

(404) 656-5224

л

April 16, 2004

Ms. Christine Curry Zebulon Downtown Development Authority City of Zebulon P.O. Box 385 Zebulon, GA 30295

Re: Transportation Enhancement Application No. 8-231-04-01, Zebulon Revitalization Project: Phase I Courthouse Commercial District, Pike County.

Dear Ms. Curry:

Thank you for submitting the above-referenced application for a Transportation Enhancement (TE) project. I am pleased to inform you that your Board member, the Honorable Sam Wellborn, has selected your application to receive \$410,000 of Federal Transportation Enhancement funding in Fiscal Years 2004-2005. The Department and the Transportation Enhancement Advisory Panel reviewed 338 applications requesting over \$218 million in federal funds. The State Transportation Board members had only \$52 million to allocate to Transportation Enhancements statewide.

Your funds' availability is contingent on meeting applicable state and federal program requirements. To assist you in developing your project in a timely manner, we are enclosing several documents for your execution. They are:

- 1. Pre-award Audit Certification. The purpose of these forms is to assure the Department that your organization has an accounting system capable of classifying and recording specific project costs, and can provide an audit trail of revenues received and expenditures made.
- 2. Memorandum of Understanding. This confirms your understanding of the need to comply with applicable program requirements; including, but not limited to, providing all preliminary engineering, environmental and construction supervision services, funding cost overruns, property acquisition in accordance with federal guidelines, and others detailed in a Sponsor's Manual to be forwarded to you. The MOU is also the mechanism that allows you to take credit for your preliminary engineering work as part of your required 20% match of the total project cost.

Ms. Christine Curry April 16, 2004 Page 2

- 3. Confirmation of project scope. This is very important if the amount awarded is less than the amount requested. Please provide a brief explanation of the proposed project and any revisions from the application that reflects both your local funding sources and the awarded federal funds. Contact the Department as soon as possible if there is a possibility the funds allocated are insufficient and you will not be able to go forward with the project.
- 4. TE Sponsor Workshop Schedule (Attached). It is mandatory for the Sponsor to attend one of these workshops. Notice to Proceed with Preliminary Engineering will not be issued until you have attended. It is suggested that a point of contact be identified within your organization and have them attend one of the workshops. *Please R.S.V.P. by April 26, 2004 with your name and location selection.* Additional workshops will not be scheduled.

Please execute and return the above material to our TE Program Consultant, Moreland-Altobelli, Attn: Jerry Harris, Project Manager, 2211 Beaver Ruin Road, Suite 190, Norcross, GA 30071, within 30 days of the date of this letter. Again, congratulations on your successful application, and please do not hesitate to contact us with any questions you may have. You may contact Ronda Britt, TE Coordinator, at 404-657-6914 or ronda.britt@dot.state.ga.us.

Sincerely. mentel

Harold E. Linnenkohl Commissioner

HEL:JCH:oh

Enclosure

cc: Sam Wellborn, State Transportation Board

### STATE OF GEORGIA COUNTY OF PIKE.

THIS AGREEMENT, made and entered into on this the \_\_\_\_\_ day of January, 2004, by and between PIKE COUNTY of Pike County, Georgia, hereinafter referred to as "Seller", and ZEBULON DOWNTOWN DEVELOPMENT AUTHORITY of Pike County, Georgia, hereinafter referred to as "Buyer"; and

WHEREAS, Seller is the owner of the following described parcel of land:

See legal description attached hereto as Exhibit "A", and made a part of this Agreement.

WHEREAS, Buyer is desirous of purchasing subject real estate for the sum of \$134,000.00, and Seller is desirous of selling said property to Buyer at said price; and

WHEREAS, the parties hereto are desirous of reducing their agreement relative to the purchase and sale of subject real estate to writing.

NOW THEREFORE, in consideration of the premises, the mutual covenants and promises of the parties herein contained, and in the further consideration of the sum of \$1.00 in hand paid, by each of the parties hereto, one to the other, the receipt and sufficiency whereof is hereby acknowledged, it is agreed as follows, to-wit:

#### WITNESSETH

#### -1-

Buyer does hereby agree to purchase subject real estate from Seller, and Seller does hereby agree to sell subject real estate to Buyer for the sum of \$134,000.00 to be paid as follows:

A. Seller shall finance 100% of the purchase price with a 3 year note with zero per cent (0%) interest and one single payment of principal and interest due at maturity. If a balance is outstanding after the first 3 year note has matured, Seller shall refinance the balance remaining at that time for 3 additional years on a graduated scale of one percent interest (1%) for the first year, two percent interest (2%) for the second year and three percent interest (3%) for the third year. The Downtown Development Authority will begin make payments during this second term January 1, 2007 to December 1, 2010.

#### -2-

Seller shows that they have title to subject real estate, and that at the time the sale herein contemplated is consummated, they shall convey good and marketable title to said property to Buyer by general warranty deed subject only to the applicable zoning and sign ordinances of the City of Zebulon affecting said property and the general utility easements traversing same.

The said real estate is being sold by the seller to the buyer in an as is -all faults condition. Buyer has fully inspected the property and does hereby agree to accept the said real estate in an as is-all faults condition.

Other than the title, the seller makes no representations, warranties or guarantees, express or implied, regarding the property, its condition or suitability for use and occupancy.

Further, the seller makes no representations regarding any existing environmental conditions pertaining to the said property. The Buyer accepts full responsibility for any and all environmental conditions that may presently exist pertaining to the said real property.

- 3 -

The Buyer shall have a reasonable time after the execution of this agreement to have the record title to subject real estate examined, and in the event any defects affecting the marketable title to subject real estate are discovered, Buyer shall immediately give written notice to Seller of said defects and Seller shall have a reasonable time after said notice to cure same. In the event Seller is unable to cure any valid objections, then and in such event, this contract shall be null and void and Buyer shall have no further obligations hereunder.

#### -4-

It is agreed by the parties hereto that the sale of subject real estate shall be consummated within \_\_\_ ( ) days of the date of this agreement.

#### -5-

Time is of the essence of this agreement.

#### - 6 -

Seller and Buyer agree that such papers as may be necessary to properly consummate the sale of subject real estate shall be executed and delivered by the parties at the time the sale herein contemplated is consummated. Buyer is to prepare the necessary Bill of Sale, the deed and tax transfer document. It is agreed by the parties hereto that possession of subject premises shall be delivered to Buyer on the day the sale herein contemplated is consummated.

- 8 -

Buyer shall pay all costs of closing.

-9-

It is agreed by the parties hereto that all ad valorem taxes assessed against subject real estate for the calendar year in which said sale is consummated shall be prorated between the parties as of the date of said closing.

#### -10-

This contract shall inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

#### -11-

If either party fails to perform any of the covenants of this Agreement, the non-breaching party is entitled to any and all remedies provided by Georgia law.

#### -12-

#### SPECIAL STIPULATIONS:

A. Seller agrees to subordinate the loan as set forth in lieu thereof ITEM 1A to bank financing once obtained for the construction of improvements on the subject property.

B. Seller agrees to exempt Buyer from property taxes during the construction of said improvements on the subject property. Property taxes on the subject property will resume once the property is put back into service.

C. ITEMS 1A, 12A & 12B shall be assumable by a purchaser from Buyer.

D. Parking lot, located on the subject property, shall be conveyed to the Buyer, however Seller reserves use of said parking lot as public parking. The County is to have a permanent easement to the existing lot, exclusively for public parking and not for private parking. Also, this permanent easement is to be appropriately incorporated into the deed and delineate on the plat drawing attached to the deed.

E. Buyer commits to coordinate with the Pike County Chamber of Commerce to create Downtown Merchants Association to promote business in Downtown Zebulon.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise or inducement not included in this contract shall be binding upon any party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by affixing their hands and seals thereto, in duplicate originals, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY - BUYER PIKE COUNTY - SELLER

handle (SEAL) WALKER CHANDLER PRESIDENT ouged B. (201 (SEAL) V. PRES.

Signed, sealed and delivered in the presence of

Witne Talle

Notary Public My Comm. expires:

> TABITHA WEAVER Notary Public, Pike County, Georgia Wy Commission Expires March 12, 2007

(SEAL) CHAIRMAN BOBBY BLOUNT Canari A and sem (SEAL) JAMES HAVIDSON COMMISSIONER (SEAL) AVERY / COMMISSIONER w decer (SEAL) JAKE GARNER COMMISSIONER an tim (SEAL) BENJAMIN DUNN COMMISSIONER

W:\Tripp\aaDSDs\aaContracts\dda.pikecounty.con.wpd

# **EXHIBIT "A"**

5

All that lot, tract or parcel of land situate, lying and being in Land Lot 227 of the 8th Land District of Pike County, Georgia, and being more particularly shown and designated Tract "A"-0.722 Acres on that plat of survey entitled "Boundary Survey for Pike County Board of Commissioners", dated November 9, 2000, prepared by Doug Gordon Land Surveying, Inc., a copy of which said plat is recorded in Plat Book  $28^{-1}$ , page  $22^{-1}$ , Pike County, Georgia records. Said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description.



PAGE 2

#### Instructions:

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

County: Pike

Service: E-911 Communications

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

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:

Pike County	General Fund and User Tax	

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
5. What other mechanisms (if any) will	be used to implement the strategy for this servic	e (e.g., ordinances, resolutions, local acts of t
General Assembly, rate or fee chang	es, etc.), and when will they take effect?	
General Assembly, rate or fee chang 7. Person completing form: Tom Phone number: 770-567-3406	es, etc.), and when will they take effect?	/2004
7. Person completing form: Tom Phone number: 770-567-3406	ny Burnsed Date completed: <u>10/01</u> acted by state agencies when evaluating whether	

# INTERLOCAL AGREEMENT BETWEEN MUNICIPALITIES, AND PIKE COUNTY GEORGIA

This Agreement, made and entered into this 9 th day of March,2004 by and between the County of Pike, located in the State of Georgia, hereinafter referred to as the COUNTY, and the cities of Zebulon, Molena, Concord, Williamson, and Meansville incorporated municipalities, located in Pike County, Georgia, hereinafter referred to as the MUNICIPALITIES.

#### WITNESSETH

Whereas, the parties hereto are desirous of implementing Georgia State Act 636, relating to a statewide Emergency Telephone Number '911' system plan, and

Whereas, the Parties hereto, are desirous to interface utilization of a'911'as a number for procuring emergency services among the Parties hereto, and

Whereas the Parties hereto desire to form a cooperative '911' Emergency Answering Center, for the purpose of receiving and dispatching emergency calls.

Now, therefore in consideration of all mutual promises made and hereinafter set forth, the parties hereto agree as follows:

To form an association known as the Pike County '911'Emergency Answering Center, whose purpose is to provide emergency answering services for the parties herein, and who is referred to as the "Answering Center".

The COUNTY shall provide emergency call answering services for law enforcement, fire and emergency medical agencies 24 hours a day, 7 days a week, 365 days per year.

The COUNTY shall hold the title, and have care, custody and control of equipment, furnishings and the Answering Center. The COUNTY shall further be responsible for planning, acquiring and maintaining the common equipment of the Answering Center.

The COUNTY shall be in charge of hiring, training and disciplining of employees Working on the premises of, or in conjunction with the operation of the Answering Center.

The COUNTY shall be in charge of the making and promulgation of any necessary rules and regulations and their enforcement by and with the assistance of participating Parties.

The Parties herein have formed the Pike County 'E-911' board. The board consists of Police Chiefs, Fire Chiefs, Sheriff, EMS Director.

All cost for operating and maintain the center shall be the responsibility of the COUNTY

All contracts, titles of ownership shall be in the name of the County.

All gifts and grants received for the aid of the Answering Center shall be in the name Of the COUNTY and shall be used for the sole purpose of reducing the overall cost of Operating cost of the center

All funds, payments and disbursements on behalf of the Answering Center shall be Strictly accountable by the County. Who shall conduct an annual audit of the Answering Center . A copy of this audit shall be available to the E-911 board .

All claims for Federal or State aid for operation of the Answering center shall be Made by the County.

Any liabilities incurred as a result of the operation of the Center shall be the Responsibility of the County.

Any disputes arising between the parties hereto shall be decided by a majority vote of the E-911 board

This contract should be for a period of 36 months or until such time as all parties Mutually agree to termination. By unanimous vote of the E-911 board, this contract may be wholly or partially Amended.

PAGE 2

#### Instructions:

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

County: Pike

Service: Elections (mayor/council)

- 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?

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:

Concord	General Fund	
Zebulon	General Fund	
Meansville	General Fund	
Molena	General Fund	
Williamson	General Fund	

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

No Change.

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	will be used to implement the strategy for this service anges, etc.), and when will they take effect?	(e.g., orumances, resolutions, local acts of th
7. Person completing form: <u>Tom</u>		
7. Person completing form: <u>Tom</u> Phone number: <u>770-567-3406</u>		2004
PAGE 2

50	1.30%
64	
行王	-1207
P.S.	int

#### 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: Pike

Service: Elections (other)

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?

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:

Pike County	General Fund	

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

5. List a	any formal service delivery ag	reements or intergovernmental	contracts that will b	e used to implement the st	rategy for this
servi	ce:				

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
General Assembly, rate or fee changes, et		ce (e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tommy Burr	ised	
Phone number: 770-567-3406	Date completed: 10/01	1/2004
<ol> <li>Is this the person who should be contacted consistent with the service delivery strategy</li> </ol>	d by state agencies when evaluating whethe gy? 2 Yes 2 No	er proposed local government projects are
If not, provide designated contact person(s	s) and phone number(s) below:	
	, ,	

PAGE 2



#### Instructions:

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

County: Pike

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.)
  - 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?

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:

Pike County	General Fund	
		the second s

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

nplement the strategy for this service	
· · · · · · · · · · · · · · · · · · ·	
	1
when will they take effect?	
Data complete de 10/01/2	004
Date completed: <u>10/01/2</u>	004
	when will they take effect?

PAGE 2

St. 22
Carl.
18 -187
Ville

#### 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: Pike

Service: Extension Services

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

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.

 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:

Pike County	General Fund and State Funds	

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

5. List any fo	ormal service delivery	agreements or in	tergovernmental	contracts that v	vill be used to	implement the s	trategy fo	or this
service:								

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol> <li>What other mechanisms (if any) will be used to i General Assembly, rate or fee changes, etc.), and</li> </ol>		ee (e.g., ordinances, resolutions, local acts of the
7. Person completing form:		
Phone number: 770-567-3406	Date completed: 10/01	/2004
<ol> <li>Is this the person who should be contacted by sta consistent with the service delivery strategy?</li> <li>If not, provide designated contact person(s) and p Helen Carter, County Agent 770-567-201</li> </ol>	Yes No phone number(s) below:	r proposed local government projects are

PAGE 2

15	22	2
E.	1.5	
1	-1-	1
104	· Antes	

#### 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: Pike

Service: Fire Protection

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?

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:

Pike County	General Fund	
Zebulon	General Fund	
Molena	General Fund	
Concord	General Fund	
Meansville	General Fund	

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

Pike County does provide an allotment from the general fund to each of the cities for fire services on an annual basis. Pike County does provide all fire services to the City of Williamson.

Pike County does provide all fire services to unincorporated Lifsey Springs

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

1

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Interlocal Agreement	Zebulon, Molena, Concord,	
between Municipalities &	Meansville, Pike County	
Pike County		
	be used to implement the strategy for this service (or s, etc.), and when will they take effect?	e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tommy	Burnsed	
7. Person completing form: Tommy Phone number:770-567-3406	Burnsed Date completed: 10/01/20	04

#### MUTUAL AID ACREEMENT

BY AND BETWEEN the Fire Chiefs of the cities of Concord. Meansville, Molena, Williamson, Zebulon and the Rural Fire Departments of Hollonville, Concord Area, Lifsey Springs and Second District in Pike County, Georgia;

Acting under the authority of said Departments and as agents of the departments and cities, under the authority of the Georgia Code Section 2-6152, the Fire Chiefs of the above named Fire Departments do hereby agree to assist each other in times of emergency to the extent of sending fire fighting equipment and personnel, which in the opinion of the Fire Chief or person in charge, can be spared at the time the call for assistance is received. The parties hereto further agree that they will ready their equipment and personnel and serve on a standby basis for assistance if so requested.

1T IS FURTHER AGREED THAT when any equipment or personnel are sent under the terms of this agreement, all such equipment and personnel shall be under the command and direction of the Fire Chief or person in charge of the Fire Department making the request for assistance, commencing such command and direction by said Fire Chief when equipment and/or personnel sent to assist enters any corporate city limit or the limits of the rural Fire District Area; said command and direction to continue until such equipment and personnel are released by said Fire Chief or until personnel and equipment are recalled by the sending department.

THIS ACREEMENT shall be a continuing agreement and shall remain in full force and effect until terminated by the giving of thirty (30) days written notice of such termination. The Agreement shall be reviewed at least annually by the involved parties. This Document is in force in the cities and rural fire districts only between those signing for the following:

> CITY OF CONCORD CITY OF MEANSVILLE CITY OF MOLENA CITY OF WILLIAMSON CITY OF ZEBULON

CONCORD AREA

LIFSEY SPRINGS HOLLONVILLE

SECOND DISTRICT

AND

THE RURAL FIRE DEPARTMENTS

Vice-Chairman Commissioner Commissioner Commissioner

Chairman, Board of Commissioners

AND

RNING AUTHORITY OF PIKE COUNTY

#### MUTUAL AID AGREEMENT

BY AND BETWEEN the Fire Chiefs of the cities of Concord, Meansville, Molena, Williamson, Zebulon and the Rural Fire Departments of Hollonville, Concord Area, Lifsey Springs and Second District in Pike County, Georgia;

Acting under the authority of said Departments and as agents of the departments and cities, under the authority of the Georgia Code Section 2-6152, the Fire Chiefs of the above named Fire Departments do hereby agree to assist each other in times of emergency to the extent of sending fire fighting equipment and personnel, which in the opinion of the Fire Chief or person in charge, can be spared at the time the call for assistance is received. The parties hereto further agree that they will ready their equipment and personnel and serve on a standby basis for assistance if so requested.

IT IS FURTHER AGREED THAT when any equipment or personnel are sent under the terms of this agreement, all such equipment and personnel shall be under the command and direction of the Fire Chief or person in charge of the Fire Department making the request for assistance, commencing such command and direction by said Fire Chief when equipment and/or personnel sent to assist enters any corporate city limit or the limits of the rural Fire District Area; said command and direction to continue until such equipment and personnel are released by said Fire Chief or until personnel and equipment are recalled by the sending department.

THIS AGREEMENT shall be a continuing agreement and shall remain in full force and effect until terminated by the giving of thirty (30) days written notice of such termination. The Agreement shall be reviewed at least annually by the involved parties. This Document is in force in the cities and rural fire districts only between those signing for the following:

CITY OF CONCORD Anny Sellert Date
A CONCINE A PROPERTY AND A CLAREN
CITY OF MEANSVILLE WIND WIDOW
CITY OF MOLENA Jeris E. Daustin
CITY OF WILLIAMSON Jack Whitefield
CITY OF ZEBULON With Bay
THE RURAL FIRE DEPARTMENTS, OF
CONCORD AREA Dick Swann
LIFSEY SPRINGS Jonne & Tohene
HOLLONVILLE Conceep
SECOND DISTRICT

AND

AND BOYERNING AUTHORITY OF PIKE COUNTY Chairman, Board of Commissioners 111 Commissioner Commissioner



# ROADS WITHIN 5 MILES OF PIKE COUNTY FIRE STATIONS

NOTE: Roads shown with thick, brown lines are all or partially more than 5 miles from any station in the county.



Fire Station





## **Board of Commissioners**

Lamar County 326 Thomaston Street Barnesville, Georgia 30204

Kent Kingsley, Chairman Nancy G. Giles, Vice-Chairman Roberta Jones, 1st District Ray Brinkley, 3rd District Royce Turner, 4th District Patricia E. Johnston County Administrator, C.C.C. / C.F.O. Office Telephone: (770) 358-5146 FAX: (770) 358-5149 e-mail: lamarco@bellsouth.net

November 24, 1999

Doug Mangham, Chairman Pike County Commissioners Office P. O. Box 377 Zebulon, GA 30295

Dear Chairman Mangham,

Enclosed you will find a copy of the Mutual Aid and Automatic Fire Alarm Agreement between Pike and Lamar County. Please be sure to get the required signatures and return back to us.

If I can be of further assistance, please be sure to contact me.

Sincerely,

Patty Stephens County Administrator Lamar County Commission

PS: sdv

Enc: 2

## MUTUAL AID AND AUTOMATIC FIRE ALARM AGREEMENT

THIS AGREEMENT, made and entered by and among Lamar County, Georgia, acting by and through its Board of Commissioners, and Pike County, acting through its Board of Commissioners

## WITNESSETH

WHEREAS, Lamar County maintains a volunteer fire department, including equipment and personnel, for the suppression of fires within the unincorporated areas of Lamar County, Georgia, and Pike County, Georgia, maintains a fire department, including equipment and personnel, for the suppression of fires within its area of jurisdiction; and

WHEREAS, the parties hereto desire to augment the fire protection available in their respective areas; and

WHEREAS, the fire departments of the parties hereto are available for response, within departmental limits, 24 hours a day, seven days a week, by request to their respective dispatchers; and

WHEREAS, the land areas of the parties hereto are contiguous and integration of certain emergency functions is feasible; and

WHEREAS, the parties find it mutually sound, desirable, practical, economical and beneficial to render assistance each to the other under certain terms and conditions;

NOW THEREFORE, the parties hereto agree as follows:

1. The rendering of assistance under terms of this agreement shall be automatic upon request of either party to the other, by voice/tone dispatch, verbal, radio or other request.

2. In the event of an emergency where Mutual Aid is needed, the department requesting Mutual Aid will inform the assisting department as to what equipment and personnel is needed. The assisting department will respond in good faith, taking into account available equipment and personnel and emergency circumstances, if any, in the responding party's home area.

3. In the event of a situation involving a major disaster, multiple fire scenes, or a fire scene taxing the resources of both departments, equipment and personnel from both departments can be temporarily deployed in either area to maximize coverage in both areas.

4. There shall be no liability imposed on either party or its personnel for failure to respond when dispatched.

5. All services performed by any party hereto shall be rendered without reimbursement

unless previously specifically authorized by the parties to this contract.

6. Any injury to any person incurred while that person is responding to a dispatch or call pursuant to this agreement shall be the sole responsibility of the department providing insurance coverage to that person, to the extent that there is any departmental liability or responsibility for said injury. Any damages to any equipment shall be borne by the department to which the equipment belongs or is assigned.

7. The ranking officer of the department of the area of alarm shall assume command of the scene. All mutual companies and personnel responding to the scene shall contact incident command upon arrival and be assigned to their duties.

8. The chiefs and training officers of both departments will plan training necessary to ensure familiarization and competency with both department's equipment. Such training, if feasible, will take place at least quarterly at a site which is mutually selected. In addition, the departments shall cooperate on pre- fire planning, hydrant surveys and other mutually- beneficial training and special projects as agreed by the department chiefs and training officers.

9. Plans and procedures for effectively implementing this agreement will be maintained at each department's headquarters.

10. This agreement shall become binding and effective upon the date hereof and shall remain in full force and effect unless and until canceled by mutual agreement of both parties hereto or by written notice by one party to the other, giving thirty (30) days' notice of said cancellation.

Kent Kingsley, / Chairman, Lamar County Board of Commissioners

Patty Stephens, Lamar County Administrator

Steve Andrews, Chief, Lamar County Fire and Rescue Department

DATED: 11-2-99 COUNTY SEAL

Manak Doug Mangham

Chairman, Pike County Board of Commissioners

Joe Walter

Pika County Manager

Chief, Pike County Fire Department

DATED: 12-8-99 COUNTY SEAL

PAGE 2

#### Instructions:

8

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.

Country D 11	Service: Indigent Defense
County: <u>Pike</u>	
Contraction is not being manufactured a mode	ribes the agreed upon delivery arrangement for this service:
	countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is ernment, authority or organization providing the service.)
	only in the unincorporated portion of the county by a single service provider. (If this box is checked, authority or organization providing the service.)
	ovide this service only within their incorporated boundaries, and the service will not be provided in this box is checked, identify the government(s), authority or organization providing the service.)
Done or more cities will pr unincorporated areas. (If	ovide this service only within their incorporated boundaries, and the county will provide the service in this box is checked, identify the government(s), authority or organization providing the service.) Zebulon
Other. (If this box is checklosed)	ked, attach a legible map delineating the service area of each service provider, and identify the other organization that will provide service within each service area.)
<ol> <li>In developing the strategy, w</li> <li>□ Yes</li></ol>	vere overlapping service areas, unnecessary competition and/or duplication of this service identified?
If these conditions will continu higher levels of service (See O competition cannot be eliminat	the under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but .C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or ed).
	inated under the strategy, attach an implementation schedule listing each step or action that will be sponsible party and the agreed upon deadline for completing it.
	hority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise ds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded
Local Government or Authority	y: Funding Method:
Pike County	General Funds
Molena	General Funds, Fines and Forfeitures
Zebulon	General Funds, Fines and Forfeitures
Pike County provide Probate and Juvinil Traffic court is pr and Zebulon which b	e the previous arrangements for providing and/or funding this service within the county? s service for the entire county for Superior, Magestrate, e Courts. Pike County will contract with a Public Defender for this ovided by Pike County for all with the exception of Molena oth have a Municipal Court that handles traffic violations and
city code violation	s (misdemeanor violations)

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:
	will be used to implement the strategy for this servic anges, etc.), and when will they take effect?	ce (e.g., ordinances, resolutions, local acts of the

7. Person completing form: Tommy Burnsed

Phone number: 770-567-3406

Date completed: 10/01/2004

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:

PAGE 2

de		Sec.	
C .	Sec. 1	4. 1	
		<b>E</b> C	£0 –
1.4		9.2	2
1.5		1.1	-
1	1.1	1	
	-		

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: <u>Pike County</u> Service: <u>Industrial Development</u> 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.) Pike County Industrial Development, Authority Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked,

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?

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:

Pike County Industrial	General Funds	1991
Development Authority		

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

No Change

service:	reements or intergovernmental contracts that will b	e used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
the second s		
an and a second s		
7. Person completing form: _ Tomm	y Burn <u>sed</u>	
7. Person completing form: _ Tomm Phone number: <u>770-567-3406</u>	y Burn <u>sed</u> Date completed: <u>10/01/</u>	2004
Phone number: 770-567-3406	Date completed: 10/01/ ontacted by state agencies when evaluating whether	
Phone number: 770-567-3406 8. Is this the person who should be co consistent with the service delivery	Date completed: 10/01/ ontacted by state agencies when evaluating whether	





Sampa DOT, 1996, 2005. Compa DMR, 1998, 1999; UKCenword 200 and Report Conversion, 2005. M DEDC (2005).

De Lever, "The Matterials," and EDC reades necessarilities the three weet one for a particular propose, response resplicit, and respectively. Since approximation for the endowed methane difference was a safe or findness methalise of expensions or ware of the penalty or encompress that and answers all or specificity. For the identificant test on a provide held the Matterials Tool EDC hardware for an analyzane and decays. Denote head to a general held the Matterials Tool EDC hardware ware in the anternario and propose of disources.

120 N.240 Surver 110.22 Locate - V S.O. Box 81.8 110.22 Locate - F Grana, Col. 30.224 www.antria.org



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: Pike

Service: Jail

- 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?

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:

Pike County	General Fund	

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

No Change

PAGE 2

5. List any formal service delivery	agreements or intergovernmenta	I contracts that will be used t	o implement the strategy for this
service:			

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol> <li>What other mechanisms (if any) will be used to General Assembly, rate or fee changes, etc.), a</li> </ol>		e.g., ordinances, resolutions, local acts of the
7. Person completing form:Tommy Burns	ed	
7. Person completing form:Tommy Burnis Phone number: 770-567-3406	edDate completed: 10/01/20	04
	Date completed: 10/01/20 state agencies when evaluating whether pro-	

#### 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: Pike

1

Service: Juvenile Court

. 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?

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

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

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

Local Government or Authority: Funding Method:

General Fund, Fines, and Forfietures	
	General Fund, Fines, and Forfietures

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

No Change.

PAGE 2

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

Contracting Parties:	Effective and Ending Dates:
	e (e.g., ordinances, resolutions, local acts of the
nsed	
nsedDate completed: 10/01/	2004
	d to implement the strategy for this service ), and when will they take effect?

\_

PAGE 2

13	2
C T	Ð

Instructions:

Local Government or Authority: Funding Method

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: Pike

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?

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.

 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 Ooverlinent of Authority.	Tunding Method.
Pike County	General Fund, Fines & Forfeitures
Zebulon	General Fund, Fines & Forfeitures
Molena	General Fund, Fines & Forfeitures

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

Pike County now provides this service to the incorporated areas of Meansville, Williamson, and Concord.

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:
<ol> <li>What other mechanisms (if any) will be used to in General Assembly, rate or fee changes, etc.), and</li> </ol>		ce (e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tommy Burnsed		
Phone number: 770-567-3406	Date completed: 10/01	/2004
<ol> <li>Is this the person who should be contacted by sta consistent with the service delivery strategy?</li> <li>If not, provide designated contact person(s) and p Sheriff Jimmy Thomas 770-567-8426</li> </ol>	Yes No	r proposed local government projects are

PAGE 2

ASE A	
日有日	

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: Pike

Service: Library

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

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:

Pike County	General Fund	

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	be used to implement the strategy for this service	e (e.g., orumances, resolutions, local acts of th
General Assembly, rate or fee chang County Ordinances	es, etc.), and when will they take effect?	
County Ordinances 7. Person completing form:	my-Burnsed	
County Ordinances		2004
County Ordinances 7. Person completing form:	my-Burnsed Date completed: <u>10/01/</u> acted by state agencies when evaluating whether	

PAGE 2

#### Instructions:

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

County: Pike

Service: Magistrate 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.)
  - 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?

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:

Pike County	General Fund, Fines, and Forfietures	

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 General Assembly, rate or fee changes, etc.), and		(e.g., ordinances, resolutions, local acts of the
7. Person completing form: Tommy Burns	sed	
Phone number: 770-567-3406	Date completed: 10/01/2	004
<ol> <li>8. Is this the person who should be contacted by sta consistent with the service delivery strategy?</li> <li>If not, provide designated contact person(s) and Priscilla Killingsworth 770-567-2004</li> </ol>	Yes No	proposed local government projects are

## PAGE 2

#### Instructions:

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

County: Pike	Service:Parks & Recreation			
1. Check the box that best describes	s the agreed upon delivery arrangement for this service:			
	ywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is ent, authority or organization providing the service.)			
	in the unincorporated portion of the county by a single service provider. (If this box is checked, ority or organization providing the service.)			
	e this service only within their incorporated boundaries, and the service will not be provided in box is checked, identify the government(s), authority or organization providing the service.)			
unincorporated areas. (If this I Pike County, Concord Other. (If this box is checked,	e this service only within their incorporated boundaries, and the county will provide the service in box is checked, identify the government(s), authority or organization providing the service.) , Meansville, Molena, Williamson attach a legible map delineating the service area of each service provider, and identify the er organization that will provide service within each service area.)			
2. In developing the strategy, were □ Yes ☑ No	overlapping service areas, unnecessary competition and/or duplication of this service identified?			
	der the strategy, <b>attach an explanation for continuing the arrangement</b> (i.e., overlapping but .A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or			
	ed under the strategy, <b>attach an implementation schedule</b> listing each step or action that will be sible party and the agreed upon deadline for completing it.			
	y that will help to pay for this service and indicate how the service will be funded (e.g., enterprise pecial service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded			
Local Government or Authority:	Funding Method:			
Pike County	General Funds, User Fees			
Concord General Funds				
Meansville	General Funds			
Molena General Funds				
Williamson General Funds				
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 intergovernmenta	I contracts that will be used to implement the strategy for this
service:		

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	ill be used to implement the strategy for this servic nges, etc.), and when will they take effect?	e (e.g., ordinances, resolutions, local acts of the
7. Person completing form: <u>Tomm</u>	y_Burnsed	
7. Person completing form: <u>Tomm</u> Phone number: <u>770-567-3406</u>	y Burnsed Date completed: <u>10/01</u>	/2004
Phone number: 770-567-3406	Date completed: 10/01	







## lic) dou 818 Central Col: 30224 www.atter.com


Charlos Las adapta de espectación de la construcción de las prestados assessamentes la las construccións de las de las definidas que en la construcción de las de las de las espectacións de las de

#### 120 N Huismon (2022) 6400-30 Uchidou 818 (2022) 6468-37 Grafiel Gol. 80224 (assessmedicing)



#### PAGE 2

#### Instructions:

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

County: Pike County

Service: Planning & Zoning

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

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

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

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

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

Local Government or Authority: Funding Method:

Pike County	User Fees
Concord	User Fees
Meansville	User Fees
Molena	User Fees
Williamson, Zebulon	User Fees

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

No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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?

Pike County Ordinances, City of Concord Ordinances, City of Zebulon Ordinances, City of Molena Ordinances, City of Williamson Ordinances

7. Person completing form: <u>Tommy Burnsed</u>

Phone number: 770-567-3406

1 8

Date completed: 10/01/2004

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:

PAGE 2

Sec. 2
63-63
(HAN)
and the second second

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: Pike	Service: Public Works
	ribes the agreed upon delivery arrangement for this service:
Service will be provided of	countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is ernment, authority or organization providing the service.)
Service will be provided or identify the government,	only in the unincorporated portion of the county by a single service provider. (If this box is checked, authority or organization providing the service.)
One or more cities will pr unincorporated areas. (If	ovide this service only within their incorporated boundaries, and the service will not be provided in this box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will pr unincorporated areas. (If	ovide this service only within their incorporated boundaries, and the county will provide the service in this box is checked, identify the government(s), authority or organization providing the service.)
government, authority, or	ked, attach a legible map delineating the service area of each service provider, and identify the other organization that will provide service within each service area.) , Meansville, Molena, Williamson, Zebulon rere overlapping service areas, unnecessary competition and/or duplication of this service identified?
Yes WNo	
If these conditions will continu higher levels of service (See O competition cannot be eliminat	e under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or ed).
"f these conditions will be elim aken to eliminate them, the res	inated under the strategy, attach an implementation schedule listing each step or action that will be ponsible party and the agreed upon deadline for completing it.
	nority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise ds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded
Local Government or Authority	r: Funding Method:
Pike County	General Funds
Zebulon	General Funds
Concord	General Funds
Molena, Williamson	General Funds
Meansville	General Funds
If a city has a need on an as needed bas:	the previous arrangements for providing and/or funding this service within the county? I for grading, ditch digging etc they call the County for help is. Example: Concord is laying pipe, Pike County dug the ditch ipe, filled in ditch and did landscape work.

5.	List any formal service delivery agreements or intergovernmenta	al 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	re (e.g. ordinances resolutions local acts of the
	anges, etc.), and when will they take effect?	c. (c.g., orumanees, resolutions, rocal acts of the

7. Person completing form: Tommy Burnsed

Phone number: 770-567-3406

Date completed: <u>10-1-2004</u>

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

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









Declares. The Michael dell and BDC creates are scars and the distribution of the transmission program. proposed explored and mapped to the map probability. The others are accurate difference as a masses to the local according or the productory, starting and it doep probability and accuracy. all negression for the new Grand Level to the aggress in had other Mark BDC based on the scars and approximate the scars of the scars grant of the field of the Mark BDC based for an adaptive start decay. Hence, the holders, are seen to the scars of the respective to a starts the scattering and proposed with

120 N HG Smot (796,22,1,6985 - 3 853 Bar 81 8 (796,22,1,6985 - 7 Griffie GA (8224) www.mmkorg



SOUBLE 818 Criffic GA 30224 www.sterik.org



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.

Service: Probate Court
es the agreed upon delivery arrangement for this service:
tywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is nent, authority or organization providing the service.)
in the unincorporated portion of the county by a single service provider. (If this box is checked, ority or organization providing the service.)
the this service only within their incorporated boundaries, and the service will not be provided in box is checked, identify the government(s), authority or organization providing the service.)
the this service only within their incorporated boundaries, and the county will provide the service in box is checked, identify the government(s), authority or organization providing the service.)
attach a legible map delineating the service area of each service provider, and identify the er organization that will provide service within each service area.)
overlapping service areas, unnecessary competition and/or duplication of this service identified?
der the strategy, <b>attach an explanation for continuing the arrangement</b> (i.e., overlapping but G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or
ed under the strategy, <b>attach an implementation schedule</b> listing each step or action that will be sible party and the agreed upon deadline for completing it.
ty that will help to pay for this service and indicate how the service will be funded (e.g., enterprise special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded
Funding Method:
General Fund, Fines, and Forfietures
previous arrangements for providing and/or funding this service within the county?

PAGE 2

service:	greements or intergovernmental contracts that will b	be used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
7. Person completing form: <u>Tom</u>	ny Burnsed	
7. Person completing form: <u>Tom</u> Phone number: <u>770-567-3406</u>	ny BurnsedDate completed: 10/01/	/2004
Phone number: 770-567-3406	Date completed: 10/01/	

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: Pike

Service: Public Health

- 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?

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:

Pike County	General Fund, User Fees, and State Funds	
and the second		

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

PAGE 2

5.	List any	formal service	delivery ag	greements or	intergovernmental	contracts that	will be used	to implement the str	ategy for this
	service:								

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol> <li>What other mechanisms (if any) will be use General Assembly, rate or fee changes, etc.</li> </ol>		e (e.g., ordinances, resolutions, local acts of the
7. Person completing form: <u>Tommy Burn</u>	nsed	
7. Person completing form: <u>Tommy Burn</u> Phone number: <u>770-567-3406</u>	nsedDate completed: _10/01	/2004

PAGE 2

#### Instructions:

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

County: Pike

Service: Senior Citizen Center

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

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

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

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

Local Government or Authority: Funding Method:

General Fund and User Fees	
	Contraction of the second
	General Fund and User Fees

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:
<ol> <li>What other mechanisms (if any) will be use General Assembly, rate or fee changes, etc</li> </ol>		ce (e.g., ordinances, resolutions, local acts of the
7. Person completing form:Bur	nsed	
Phone number: 770-567-3406	Date completed: 10/01	1/2004
8. Is this the person who should be contacted consistent with the service delivery strategy	by state agencies when evaluating whethe y? 2 Yes I No	er proposed local government projects are
If not, provide designated contact person(s)	) and phone number(s) below:	

PAGE 2

#### Instructions:

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

	Dile			
County:	PIKe			
County.				

Service: Social Services

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

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:

Pike County	General Fund and state funds	

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

5.	List any fo	ormal service d	elivery ag	greements or	intergovernmental	contracts that	t will be used to	implement the str	ategy for this	
	service:									

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol> <li>What other mechanisms (if any) will be used General Assembly, rate or fee changes, etc.),</li> </ol>		ice (e.g., ordinances, resolutions, local acts of the
7. Person completing form:		
Phone number: 770-567-3406	Date completed: 10/0	1/2004
8. Is this the person who should be contacted by	state agencies when evaluating whether	er proposed local government projects are
consistent with the service delivery strategy?	Yes I No	

#### 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:	Pike	County	and a second	Service:	Solid	Waste	Disposal	

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

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

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

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

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

Pike County	General Funds, User Fees
Concord	User Fees
Meansville	User Fees
Molena, Zebulon	User Fees
Williamson	User Fees

Local Government or Authority: Funding Method:

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? Each city contracts with an independent hauler for solid waste pick up.

Pike County operates a transfer station for residents in the unincorporated area of the county who do not contract with their own private hauler. All citizens of the county may bring items to the transfer station

PAGE 2

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
<ol><li>What other mechanisms (if any) will be u General Assembly, rate or fee changes, e</li></ol>		e (e.g., ordinances, resolutions, local acts of the
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
7. Person completing form: <u>Tommy Burn</u>		
		/2004
7. Person completing form: <u>Tommy Burn</u> Phone number: <u>770-567-3406</u>	Date completed: <u>10/01</u> d by state agencies when evaluating whether	

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: Pike

Service: Superior 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.)
  - 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?

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:

Pike County	General Fund, Fines, and Forfietures	

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

PAGE 2

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
What other mechanisms (if any) w	vill be used to implement the strategy for this service	e (e.g., ordinances, resolutions, local acts of th
	nges, etc.), and when will they take effect?	(-8,
7. Person completing form:Ton	nmy Burnsed	
7. Person completing form:Ton Phone number:770-567-3406	nmy BurńsedDate completed: 10/01/	2004
Phone number: 770-567-3406	Date completed: 10/01/	
Phone number: 770-567-3406	Date completed: 10/01/ ontacted by state agencies when evaluating whether	
Phone number: 770-567-3406 3. Is this the person who should be c consistent with the service deliver	Date completed: 10/01/ ontacted by state agencies when evaluating whether	

PAGE 2

Train and	the same of the same same
	tructions:

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: Pike

Service: Tax Assessor

- 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?

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:

Pike County	General Fund	

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

A sussessed Manual	Contracting Partias:	Effective and Ending Dates:
Agreement Name:	Contracting Parties:	
<ol> <li>What other mechanisms (if any) will be General Assembly, rate or fee changes,</li> </ol>		e (e.g., ordinances, resolutions, local acts of the
7. Person completing form:Tommy	-Burnsed	
7. Person completing form: <u>Tommy</u> Phone number: <u>770-567-3406</u>	- <u>Burnsed</u> Date completed: <u>10/01</u> .	/2004
Phone number: 770-567-3406	Date completed: 10/01. ted by state agencies when evaluating whether	

#### PAGE 2

#### Instructions:

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

changes, this shou	d be reported to the Department of Community Affairs.
County: Pike County	Service: Traffic Court
1. Check the box that best descri	ibes the agreed upon delivery arrangement for this service:
	untywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is nment, authority or organization providing the service.)
	ly in the unincorporated portion of the county by a single service provider. (If this box is checked, athority or organization providing the service.)
	vide this service only within their incorporated boundaries, and the service will not be provided in is box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will prov unincorporated areas. (If the	vide this service only within their incorporated boundaries, and the county will provide the service in is box is checked, identify the government(s), authority or organization providing the service.)
Other. (If this box is checked)	d, attach a legible map delineating the service area of each service provider, and identify the ther organization that will provide service within each service area.)
2. In developing the strategy, we □ Yes □ No	re overlapping service areas, unnecessary competition and/or duplication of this service identified?
	under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or i).
	ated under the strategy, attach an implementation schedule listing each step or action that will be onsible party and the agreed upon deadline for completing it.
	rity that will help to pay for this service and indicate how the service will be funded (e.g., enterprise , special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded
Local Government or Authority:	Funding Method:
Pike County	General Funds, Fines and Forfeitures
Molena	General Funds, Fines and Forfeitures
Zebulon	General Funds, Fines and Forfeitures
4. How will the strategy change the No Change	he previous arrangements for providing and/or funding this service within the county?

5. List any formal service delivery agreement service:	s or intergovernmental contracts that will be	e used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
- Sector - Contractor - Contrac		
General Assembly, rate or fee changes, etc		
7. Person completing form: _Tommy Burn	used	
Phone number: 770-567-3406	Date completed: 10/01/2	2004
8. Is this the person who should be contacted consistent with the service delivery strategy		proposed local government projects are
If not, provide designated contact person(s)	) and phone number(s) below:	

PAGE 2

#### Instructions:

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

County: Pike

Service: Voter Registration

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

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:

Pike County	General Fund	
-		

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

A	Contracting Portion	Effective and Ending Dates:
Agreement Name:	Contracting Parties:	Effective and Ending Dates.
		and the second
General risseniory, fute of fee enanges,	etc.), and when will they take effect?	
7. Person completing form: <u>Tommy Bu</u>	rnsed	1000.4
		/2004
7. Person completing form: <u>Tommy Bu</u> Phone number: <u>770-567-3406</u>	<u>rnsed</u> Date completed: <u>10/01</u> ed by state agencies when evaluating whether	

#### PAGE 2

#### Instructions:

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

County: <u>Pike County</u> Service: <u>Water Supply & Distribution</u>

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.)

Pike County, Water & Sewer Authority, Zebulon, Concord Meansville, Molena, & Williamson 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

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

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

Pike County W&SA	User Fees, Federal and County Funds
Zebulon	User Fees
Concord	User Fees
Williamson	User Fees
Meansville, Molena	User Fees

Local Government or Authority: Funding Method:

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? Pike County Water & Sewerage Authority has reached an agreement to purchase water from Zebulon and Williamson. Pike County Water & Sewerage Authority has also been approved for a USDA loan & grant for the phase I of the distribution system in the unincorporated areas of the county. Pike County Water & Sewerage Authority are working on the draft of the second addendum to the other purchase agreement. A copy of the agreed upon motion and the minutes are being included. Maps are included. The approved addendum is forthcoming.

Pike County Water & Sewerage Authority and Concord have agreed upon the waterline map and that is included. The contract is included. Meansville, Molena, and Williamson all provide their cities by their water systems.

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:
Water Purchase Agreement	PCW&SA, Zebulon	9-2-03/9-2-18
Water Purchase Agreement	PCW&SA, Williamson	3=12=04/3=12=19
Process for Provision of	Pike County, Concord	1=1=2000/opem
Extraterritorial Water & Sewer Serv		

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: Tommy Burnsed

Phone number: 770-567-3406

Date completed: 10/01/2004

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:

# PIKE COUNTY Intergovernmental Agreement Process For Provision of Extraterritorial Water and Sewer Services

WHEREAS, the Pike County Board of Commissioners and the Mayor and Council of the City of Concord have, pursuant to Georgia Laws and Acts, prepared and adopted a joint countywide comprehensive plan and service delivery strategy; and

WHEREAS, it is the intent of the respective governments party to this agreement to establish a process whereby the provision of extraterritorial water and sewer services by any jurisdiction shall be consistent with all applicable land use plans and ordinances so as to meet both the requirements of law and spirit of cooperation and coordination outlined in the Georgia Service Delivery Act; and

WHEREAS, the County is presently not in a position to provide water and sewer services; and

WHEREAS, the County's present Zoning Resolution regulates land development outside of the corporate limits of Concord; and

WHEREAS, the Pike County Zoning Resolution presently provides no additional benefit in density or reduction in lot sizes to properties with access to public water and/or sewer systems;

NOW THEREFORE BE FF RESOLVED THAT: Se Pike County Board of Commissioners and the City of Concord do hereby agree to implement the following process for the provision or extraterritorial water and sewer services, effective January 1, 2000.

• Prior to initiating the provision of water or sewer services outside the existing service area, the City will notify the County of the services to be provided and the proposed service area extension. The notification will include, at a minimum information on location of property, size of proposed service area, proposed purpose of the extension. For the purposes of official notification of the County as required by the agreement, notification of the County shall be achieved by delivery of the required information to the County Manager.

Z

Upon receipt of the notification from the City, the County will make a determination within five (5) working days if the project, development or use, benefitting from the water and/or sewer service area extension, is appropriately zoned or platted.

Page 1

- If the project, development or use is determined to be appropriately zoned or platted, then the County will request, within five (5) working days, additional information from the City including:
  - (a) plans and specifications of the proposed water and/ or sewer extensions within all County-maintained right-of-way, showing layout, materials and all appurtanances (i.e. valve locations and fire hydrants);
  - (b) proposed schedule of construction
- 4. If the project, development or use is determined to need a zoning change or a subdivision plat approval, then the County will request in writing that the City withhold any construction on County-maintained rights-of-way until all necessary approvals and permits have been granted. If the project receives all of the appropriate approvals and/or permits, then the County will request the information outlined in Items #3(a) and (b).
- 5. Upon receipt of all water/sewer construction plans from the City, the County has fifteen (15) working days to review the plans an determine if there are any conflicts with County- owned utilities or other conflicts with the proposed alignment or design of the extension. At the end of the fifteen (15) day period, the County will notify the City in writing of any conflicts or objections.
- 6. If the County fails to respond within the specified timeframe to the City's proposed extraterritorial water or sewer service, the City is free to proceed with the provision of the service.
- 7. If the County notifies the City that it sees conflicts and therefore has an objection to the proposed extension, the City will respond to the county in writing within fifteen (15) working days by either:
  - (a) agreeing with the County and stopping action on the proposed extraterritorial water or sewer service;
  - (b) agreeing to implement the County's stipulations and conditions and thereby resolving the county's objection;
  - (c) initiating a 30 day (maximum) Mediation process to discuss possible compromises; or
  - (d) disagreeing that the County's objection is bona fide and notifying the county that the City will seek a declaratory judgment.

If the City initiates 4(c) Mediation the city and county will agree on a mediator, a mediation schedule and participants in the mediation. The City and County shall

3.

Page 2

- agree to share the costs pro rata associated with mediation in accordance with O.C.G.A. §36-70-25 (d).
- 8. If no resolution of the county's objections results from the mediation, the City:
  - (a) will abandon and not proceed with the proposed service; or
  - **(b)** will notify the County that the City will seek a declaratory judgment in court. TPM 7
- 9. If the City and County reach agreement as described in step 4(b) or 4(c), the City is free to proceed with the extraterritorial water or server services.
- 10. This agreement may be changed, revised or modified by mutual written agreement. of the partics.
- 11. This agreement represents the sole agreement of the properties and both parties agree that there are no other existing agreements, oral or written, pertaining to the subject of this agreement.

This extraterritorial process for water and sewer services agreement shall remain in effect until or unless amended by written agreement of each party or terminated by mutual agreement of the parties or unless otherwise terminated by operation of law.

IN WITNESS WLIEREOF the undersigned parties have hereunto affixed its names and seals on this 23 ml day of December, 1999

Deutyer Attest

Douglas Mangham, Charman

Pike County Commissioners

Dale

Allest Allest Delember 23, 1999

Sonny Storey, Mayor



Page 3






#### 6.227.6488-2 Craffin, Col. 30224 -





#### Cellar 418 Cellar Col. 30224 10.227-0488-2

# STATE OF GEORGIA COUNTY OF PIKE

## WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this <u>2</u> day of <u>September</u>, 2003, by ... and between the PIKE COUNTY WATER AND SEWERAGE ATUHORITY, a political subdivision of the State of Georgia, (hereinafter referred to as "the Pike Authority") and the CITY OF ZEBULON, a municipality of the State of Georgia acting by and through its duly elected Council (hereinafter referred to as "Zebulon")

### WITNESSETH:

WHEREAS, the Pike Authority desires to obtain a water supply source for the purpose of serving the residents of Pike County, Georgia; and

WHEREAS Zebulon currently owns and operates a water system which subject to certain exceptions, can supply water for distribution to meet the Pike Authority's present and foreseeable water requirements; and

WHEREAS, Zebulon is willing to sell to the Pike Authority, and the Pike Authority desires to purchase water from Zebulon for the period of time and under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the Pike Authority and Zebulon, each acting by and through their duly authorized official and governing authorities, pursuant to resolutions duly, legally, and properly adopted, all as the same appear on record of the official minutes of each as follows:

1.

TERM OF AGREEMENT. The term of this Agreement shall be in effect on the date of execution as shown above and shall continue in effect for fifteen (15) years.

2.

ZEBULON'S AGREEMENT TO SELL WATER TO PIKE AUTHORITY. For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, Zebulon agrees to sell water to the Pike Authority on an ongoing and continuous basis. The Pike Authority may connect and take said water for use by the Pike Authority from Zebulon's Water System under the terms and conditions as set forth in this Agreement.

However, in Zebulon agreeing to supply water to the Pike Authority, the parties hereto recognize that both the City of Zebulon and Pike County are presently faced with a rapid and continuing period of population and business growth. As new homes, town houses, apartments, condominiums, subdivisions, businesses, industries, retirement homes, senior citizen centers and care centers are planned and constructed both parties fully realize and understand that all such future growth will have a major impact on the available water supply.

Accordingly, the Pike Authority understands and agrees that because Zebulon's present water supply is furnished by the City of Griffin, that the City of Zebulon may not be able to supply all the future water needs of the Pike Authority. Therefore, notwithstanding any other provision of this Agreement, Zebulon cannot and does not agree to supply the Pike Authority with all the water that the future population and business growth of Pike County may require. Both parties also understand and agree that Zebulon's ability to supply water to the Pike Authority to meet future growth in the county is limited to the amount of water Zebulon is able to procure from the City of Griffin. The Pike Authority also understands and agrees that Zebulon does not have any substantial amount of water in reserve nor does Zebulon presently have any alternate or standby water sources.

Subject first to any water conservation restrictions imposed by the City of Griffin, Zebulon agrees to supply water during the term of this Agreement to the Pike Authority up to a maximum daily amount of 150,000 gallons. The daily amount purchased by the Pike Authority up to the maximum of 150,000 gallons per day shall be at the sole discretion of the Pike Authority. In the event the Pike Authority finds it necessary to purchase water in excess of the daily maximum of 150,000 gallons, Zebulon may, at its own discretion, supply any additional gallonage requested by the Pike Authority subject to the terms and conditions set forth in this Agreement.

Zebulon makes no representations, guarantees or warranties regarding the quality of the water purchased from the City of Griffin; however, Zebulon agrees to maintain its own transmission lines and its own related water facilities in a condition which shall not unreasonably impair the quality of water purchased from Zebulon by the Pike Authority.

Each party hereto will have the right at any time to test the quality of the water. However, each party will be responsible for payment of all costs connected with each of their own testing including the costs for obtaining water analysis and test reports.

3.

PIKE AUTHORITY'S SYSTEM. The Pike Authority shall maintain its own distribution and delivery system to service its customers and shall be responsible for billing and collecting water service charges from its customers. During the term of this Agreement Zebulon consents and agrees that the Pike Authority shall have the right, from time to time, at the sole discretion of the Pike Authority, to connect to any of the water mains of Zebulon in order to deliver water through such mains to Pike Authority's customers and, if so, Pike Authority shall be required to install proper meters at the Pike Authority's sole cost and expense. The Pike Authority shall provide Zebulon written notice of the intended location of a connection and written approval of Zebulon shall be provided within fifteen (15) days of the notice subject to the provisions of Paragraph 4 of this Agreement.

The Pike Authority for purposes of its water distribution shall construct, as the Pike Authority determines to be necessary and appropriate, adequate transmission lines and interconnect facilities, including mains and meters, to transport the water purchased from Zebulon and connect the Pike Authority with Zebulon Water System. The Pike Authority shall be responsible for the costs involved in construction of said transmission lines and installation of the interconnect facilities, including connection with any mains and meters required to transport said water. In addition the Pike Authority shall be responsible for the upkeep, maintenance, service, replacement and any necessary modifications to transmission lines and interconnect facilities inclusive of mains and meters constructed and owned by the Pike Authority.

The Pike Authority agrees to accept and abide by any and all water conservation restrictions that may be imposed by the state, by the City of Griffin and/or by the City of Zebulon.

4.

METERS. The location, placement and construction of the interconnect facility, including mains and meters, shall be approved by Zebulon at the time of submission of a written All fire hydrants connected directly to the water lines of Zebulon shall be metered.

5.

RATE. All water delivered to the Pike Authority shall be paid on the basis of the following rate \$2.20 per thousand gallons. Pike Authority recognizes and agrees that the rate schedule set forth above is an initial schedule subject to change in the future. However, Zebulon - agrees that all charges to the Pike Authority shall be based upon the actual purchase price of water from the City of Griffin by Zebulon at the time water is delivered to the Pike Authority plus an administrative fee which shall not be greater than five (5%) percent over the actual purchase price of water Zebulon is charged by its supplier, the City of Griffin.

6.

PAYMENT. Zebulon will bill the Pike Authority on a regular monthly basis for water supplied by Zebulon to the Pike Authority for the preceding month. The Pike Authority shall pay Zebulon on or before the fifteenth (15th) of each current calendar month the amounts due to Zebulon for all water delivered to the Pike Authority by Zebulon during the preceding month. Should the Pike Authority fail to pay the amount of the bill for any water delivered to the Pike Authority by Zebulon within the period herein provided, Zebulon shall have the right to cease to deliver water to the Pike Authority at any time it elects to do so; provided fifteen (15) days notice of intent to do so is given the Pike Authority, and the Pike Authority fails to make payment of all past due amounts, including penalty, within said fifteen (15) day period.

7.

SERVICE FAILURES. Zebulon agrees to operate the Zebulon Water System in a reasonable and customary manner. Interruptions of service may occur, however, in which event, Zebulon agrees to take all reasonable means to restore the system to operation as promptly as

request by the Pike Authority accompanied by a grid plan layout unless one of the following conditions is presented at the time of submission:

(a) static pressure of 35psi or less at the connection point designated by the Pike
Authority in its written submission; or

(b) fire flow of 500 gallons a minute or less would result at the connection point - designated by the Pike Authority in its written submission.

The Pike Authority will purchase and install at each interconnect facility a "master" water meter. The Pike Authority shall have the right at all times to inspect said water meter(s) and to conduct at the Pike Authority's expense such tests as may be appropriate, so as to assure that such meter(s) is (are) accurately measuring the water delivered to the Pike Authority. Zebulon shall have the right to have its representative read said meter(s) daily or at such other times during the calendar month as may be mutually agreeable, and the Pike Authority shall have a representative available in order that said meters may be jointly read. Should the representative of the Pike Authority fail or refuse to appear at the agreed upon time, then the Zebulon representative may read such meter(s), and the readings so made shall be final, conclusive and binding upon the Pike Authority. In the event it should appear during any period that said meter(s) have failed to measure accurately the water passing through the same, then the amount of water delivered to the Pike Authority during such period shall be computed by taking into consideration meter readings when such meter(s) was (were) functioning properly and, if it appears that this method will not produce an equitable bill, taking into consideration the meter readings for the same month(s) of the previous year. However, in any event, Pike Authority shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after becoming aware of any malfunction.

possible. However, Zebulon is not to be held responsible for any interruption of service that may be due to the City of Griffin or to acts of nature or to vandalism, terrorist acts, fire or other catastrophic occurrence.

8.

RULES AND REGULATIONS. Zebulon covenants and agrees to use all resources – reasonably available to meet its obligations under this Agreement and all other water supply contracts and covenants and agrees to treat all municipal customers and the customers of the Pike Authority on the same basis with respect to any rules, regulations and emergency measures that may be adopted by Zebulon, the City of Griffin or the State of Georgia. The Pike Authority agrees to accept and abide by any and all water restrictions that may be imposed by the State of Georgia, the City of Griffin or by Zebulon subject to said restrictions equal application to the customers of Zebulon.

### 9.

FORCE MAJEURE. If by reason of force majeure, either party hereto shall be rendered unable, wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such force majeure, in writing by certified mail to the other party within reasonable time after the occurrence of the event or cause relied upon the obligation of the party giving such notice so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean, acts of God or nature, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the government of the United States or the State of Georgia, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washout, droughts, restraint of government, and people, civil disturbances, explosion, breakage or accidents to machinery and pipelines, partial or entire failure of water supply or inability on part of Zebulon to deliver water hereunder or the Pike Authority to receive water hereunder on account of any other causes not reasonably within the controls of the party claiming such - inability. If Zebulon is unable to supply water by reason of force majeure, then Zebulon agrees to prorate the water available to it between the Pike Authority and Zebulon's other customers based upon relative consumption during the immediate preceding year; Zebulon shall not be obligated to deliver to the Pike Authority any water in excess of its share under such proration.

10.

DISAGREEMENTS AND DISPUTES. The parties agree that in the event any disagreement or dispute should arise at any time under this Agreement, the parties will immediately attempt to resolve any such disagreement or dispute in the following order of priority:

1. Negotiation:

Within five (5) days of the occurrence of any disagreement or dispute, the Mayor of the City and the Chairman of the Authority shall meet in an effort to negotiate a resolution of any such disagreement or dispute. The Mayor and the Chairman will mutually agree as to the date, time and location for such negotiation. Each party may have one additional representative present solely in an advisory capacity.

Mediation:

In the event the Mayor and the Chairman are unable to negotiate a resolution of the matter then the parties to this Agreement agree that within seven (7) days from the date of

negotiation, they will submit the matter to mediation. The Mayor and the Chairman shall select a competent and qualified mediator to address the matter. Zebulon and the Authority agree that each party shall pay one (½) half of the costs of any such mediator. The Mayor and the Chairperson, in coordination with the selected mediator shall select the date, time and location for such mediation. Each party may have at such mediation, their attorney and such other witnesses as each party deem necessary and advisable. Each party is to be responsible for their own attorney's legal fees.

Binding Arbitration:

In the event that the parties are unable to resolve any disagreement or dispute by mediation then within ten (10) days following the date of mediation, the parties agree to submit the matter to binding arbitration.

The Pike Authority shall appoint one arbitrator and Zebulon shall appoint one arbitrator, and the two arbitrators so appointed shall select a third arbitrator. Their decision, or the decision of any two of the three arbitrators, in the matter shall be binding on both parties hereto without recourse; provided, that if the two arbitrators first chosen shall not agree on a third, then said arbitrator shall be appointed by the Board of Directors of the American Society of Civil Engineers, Georgia Section, upon application of either party. Each said arbitrator shall be a professional engineer, licensed by the State of Georgia, with experience in water production and distribution. Each party to this Agreement shall equally bear the cost of arbitration with the exception of attorney fees which shall be the responsibility of each individual party.

11.

GRANTS. Each party agrees to reasonably cooperate with each other and to use their good faith efforts to obtain any federal, state or private grants that may be available to repair, modify, replace, extend or upgrade the respective water systems of each party and to develop additional water sources.

12.

NOTICES. Any and all notice or other communication required or permitted by this Agreement to be served, delivered, or given to a party by the other party shall be in writing, signed by the party or its attorney and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, certified with return receipt requested, postage prepaid addressed to the parties at the addresses set forth below:

If to the Pike Authority, at:

With copy to:

If to Zebulon, at:

With copy to:

Tom Lacey, Chairman Pike County Water & Sewerage Authority P.O. Box 948 Zebulon, Georgia 30295

Tom H. Sloope, P.E. Carter & Sloope 6310 Peake Road Macon, Georgia 31210

R. Larry Lynch, Mayor City of Zebulon P.O. Box 385 Zebulon, Georgia 30295

Robert L. Morton Morton, Morton & Associates P.O. Box 700 Zebulon, Georgia 30295

13.

### MISCELLANEOUS.

1. Any waiver of any term or condition, or any amendment, modification or supplementation of this Agreement shall be effective only if in writing signed by the

parties. Any waiver shall not be construed as being an ongoing or continuous waiver of the same issue.

 This Agreement contains the entire agreement of the parties with respect to matters covered by this Agreement and supersedes all prior arrangements or understanding oral or written with respect to this Agreement.

1. 2.

- 3. To the extent the provisions of the Revenue Bond Law, (Georgia Laws, 1957, page 36, et. seq., as amended) amending law formerly known as Revenue Certification Law of 1937, (Georgia Laws, 1937, page 761, et seq. as amended) may apply to this Agreement they are incorporated herein by reference and made a part hereof.
- 4. If any phrase, clause, sentence, paragraph, or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction, all other provisions contained herein shall remain in full force and effect.
- A failure to initiate action as to any breach shall not be deemed as a waiver of a right of action and all such uninitiated rights of action shall be cumulative.
- 6. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of the parties hereto. This Agreement may not be assigned by the Pike Authority without the prior written agreement of Zebulon.
- This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Georgia.
- This Agreement may be amended, revised, changed by written mutual agreement of the parties hereto.

an an an

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in four counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

10

PIKE COUNTY WATER AND SEWERAGE AUTHORITY

By: <u>Vom Je</u> Tom Lacey, Chairman Hallowed Attest: Palle

Approved as to form:

XX

Attorney for the Authority

CITY OF ZEBULON, GEORGIA

B Mayor

Attest: Thomas H. morte

Approved as to form: Cif Attorney

City of Zebulon Called Meeting October 14, 2004

Meeting was called to order at approximately 9:35 pm by Mayor Blalock. Present were Council Thomas, Woods, Yarbrough, Mayor Blalock, Attorney R. Morton, City Clerk Cartwright, Ms Birney and Mr. Bennett. Council Rawlins was absent.

Motion was made to adopt the agenda by Council Woods, 2<sup>nd</sup> by Council Thomas, no further discussion, motion carried.

Motion was made by recommendation of Attorney Morton to modify the water Contract Agreement Addendum as follows:

 Modify the service area defined in the November 3<sup>rd</sup> addendum by striking the service area in he city limits and expand the service area to encompass the route up Hwy 19 N to the County line (in green - see attached map). This is applicable South of Town to Sullivan road. All the existing customers are to stay the City of Zebulon's. Three or more plats are the Authorities customers. Three or more plats and a 4" meter is the Authorities customers. Greater than a 4" meter is the Authorities. Two or less plats are the Cities customer. Two plats with a 4" meter is the cities customers. Both bodies wish to support the service area to be in the service delivery strategy.

Motion was made to give the Mayor the authority to sign the addendum after review and approval by Council Yarbrough, 2<sup>nd</sup> by Council Thomas, no further discussion, motion carried.

Motion was made to adjourn at approximately 9:51 pm by Council Woods, 2<sup>nd</sup> by Council Thomas, no further discussion, motion carried.

# ADDENDUM TO WATER PURCHASE AGREEMENT BETWEEN THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY AND THE CITY OF ZEBULON

THIS ADDENDUM is made this 3-2 day of <u>November</u>, 2003, by and between THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia (hereinafter referred to as "the Pike Authority"), and CITY OF ZEBULON, a municipality of the State of Georgia acting by and through its duly elected Council (hereinafter referred to as "Zebulon").

The Pike Authority and Zebulon entered into a contract for the purchase of water on  $2 \cdot 2 \cdot 2 \cdot 5 \cdot 5 \cdot 7^{-2} \cdot 2003$  (hereinafter referred to as the "Water Purchase Agreement". In consideration of the mutual covenants contained herein and the obligations of the Pike Authority and Zebulon under the terms of the Water Purchase Agreement, the parties agree as follows:

1. Paragraph 1 of the Water Purchase Agreement is herewith amended by the addition of the following paragraph following the existing text:

"During the term of this Agreement Zebulon shall not initiate the provision of water or sewer services within unincorporated Pike County nor shall Zebulon provide water or sewer services within unincorporated Pike County with the exception of those services being provided to customers of Zebulon with established accounts as of the date of this Agreement. In the event Zebulon should expand through annexation during the term of this Agreement any property annexed that the Pike Authority provides water or sewer services at the time of annexation shall remain a service area of the Pike Authority." With the exception of the modifications made by this Addendum, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives the day and year first above written.

# PIKE COUNTY WATER AND SEWERAGE AUTHORITY

By: <u>Tom Lacey</u>, Chairman our d Attest:

Approved as to form:

Sum

Attorney for the Authority

**CITY OF ZEBULON, GEORGIA** 

Mayor

Approved as to form:

City Attorney

jan\pikecounty\waterauthority\addendumtowaterpurchaseagreement





# STATE OF GEORGIA COUNTY OF PIKE

## WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 12 day of  $\mu z + c_3^2$ , 2004, by and between the PIKE COUNTY WATER AND SEWERAGE ATUHORITY, a political<sup>--</sup> subdivision of the State of Georgia, (hereinafter referred to as "the Pike Authority") and the CITY OF WILLIAMSON, a municipality of the State of Georgia acting by and through its duly elected Council (hereinafter referred to as "Williamson")

## WITNESSETH:

WHEREAS, the Pike Authority desires to obtain a water supply source for the purpose of serving the residents of Pike County, Georgia; and

WHEREAS Williamson currently owns and operates a water system which subject to certain exceptions, can supply water for distribution to meet the Pike Authority's present and foreseeable water requirements; and

WHEREAS, Williamson is willing to sell to the Pike Authority, and the Pike Authority desires to purchase water from Williamson for the period of time and under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the Pike Authority and Williamson, each acting by and through their duly authorized official and governing authorities, pursuant to resolutions duly, legally, and properly adopted, all as the same appear on record of the official minutes of each as follows: TERM OF AGREEMENT. The term of this Agreement shall be in effect on the date of execution as shown above and shall continue in effect for fifteen (15) years.

1.

2.

WILLIAMSON'S AGREEMENT TO SELL WATER TO PIKE AUTHORITY. For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, Williamson agrees to sell water to the Pike Authority on an ongoing and continuous basis. The Pike Authority may connect and take said water for use by the Pike Authority from Williamson's Water System under the terms and conditions as set forth in this Agreement.

However, in Williamson agreeing to supply water to the Pike Authority, the parties hereto recognize that both the City of Williamson and Pike County are presently faced with a rapid and continuing period of population and business growth. As new homes, town houses, apartments, condominiums, subdivisions, businesses, industries, retirement homes, senior citizen centers and care centers are planned and constructed both parties fully realize and understand that all such future growth will have a major impact on the available water supply.

Accordingly, the Pike Authority understands and agrees that because Williamson's present water supply is furnished by the City of Griffin, that the City of Williamson may not be able to supply all the future water needs of the Pike Authority. Therefore, notwithstanding any other provision of this Agreement, Williamson cannot and does not agree to supply the Pike Authority with all the water that the future population and business growth of Pike County may require.

Both parties also understand and agree that Williamson's ability to supply water to the Pike Authority to meet future growth in the county is limited to the amount of water Williamson is able to procure from the City of Griffin. The Pike Authority also understands and agrees that

- 2 -

Williamson does not have any substantial amount of water in reserve nor does Williamson presently have any alternate or standby water sources.

Subject first to any water conservation restrictions imposed by the City of Griffin, Williamson agrees to supply water during the term of this Agreement to the Pike Authority up to a maximum daily amount of 150,000 gallons, provided same is available to Williamson. The daily amount purchased by the Pike Authority up to the maximum of 150,000 gallons per day shall be at the sole discretion of the Pike Authority. In the event the Pike Authority finds it necessary to purchase water in excess of the daily maximum of 150,000 gallons, Williamson may, at its own discretion, supply any additional gallonage requested by the Pike Authority subject to the terms and conditions set forth in this Agreement.

Williamson makes no representations, guarantees or warranties regarding the quality of the water purchased from the City of Griffin; however, Williamson agrees to maintain its own transmission lines and its own related water facilities in a condition which shall not unreasonably impair the quality of water purchased from Williamson by the Pike Authority.

Each party hereto will have the right at any time to test the quality of the water. However, each party will be responsible for payment of all costs connected with each of their own testing including the costs for obtaining water analysis and test reports.

3.

PIKE AUTHORITY'S SYSTEM. The Pike Authority shall maintain its own distribution and delivery system to service its customers and shall be responsible for billing and collecting water service charges from its customers. During the term of this Agreement Williamson consents and agrees that the Pike Authority shall have the right, from time to time, at the sole discretion of the Pike Authority, to connect to any of the water mains of Williamson in order to

- 3 -

deliver water through such mains to Pike Authority's customers and, if so, Pike Authority shall be required to install proper meters at the Pike Authority's sole cost and expense. The Pike Authority shall provide Williamson written notice of the intended location of a connection and written approval of Williamson shall be provided within fifteen (15) days of the notice subject to the provisions of Paragraph 4 of this Agreement.

The Pike Authority for purposes of its water distribution shall construct, as the Pike Authority determines to be necessary and appropriate, adequate transmission lines and interconnect facilities, including mains and meters, to transport the water purchased from Williamson and connect the Pike Authority with Williamson Water System. The Pike Authority shall be responsible for the costs involved in construction of said transmission lines and installation of the interconnect facilities, including connection with any mains and meters required to transport said water. In addition the Pike Authority shall be responsible for the upkeep, maintenance, service, replacement and any necessary modifications to transmission lines and interconnect facilities inclusive of mains and meters constructed and owned by the Pike Authority.

The Pike Authority agrees to accept and abide by any and all water conservation restrictions that may be imposed by the state, by the City of Griffin and/or by the City of Williamson.

4.

METERS. The location, placement and construction of the interconnect facility, including mains and meters, shall be approved by Williamson at the time of submission of a written request by the Pike Authority accompanied by a grid plan layout unless one of the following conditions is presented at the time of submission:

- 4 -

(a) static pressure of 35psi or less at the connection point designated by the Pike Authority in its written submission; or

(b) fire flow of 500 gallons a minute or less would result at the connection point designated by the Pike Authority in its written submission.

The Pike Authority will purchase and install at each interconnect facility a "master" water meter. The Pike Authority shall have the right at all times to inspect said water meter(s) and to conduct at the Pike Authority's expense such tests as may be appropriate, so as to assure that such meter(s) is (are) accurately measuring the water delivered to the Pike Authority. Williamson shall have the right to have its representative read said meter(s) daily or at such other times during the calendar month as may be mutually agreeable, and the Pike Authority shall have a representative available in order that said meters may be jointly read. Should the representative of the Pike Authority fail or refuse to appear at the agreed upon time, then the Williamson representative may read such meter(s), and the readings so made shall be final, conclusive and binding upon the Pike Authority. In the event it should appear during any period that said meter(s) have failed to measure accurately the water passing through the same, then the amount of water delivered to the Pike Authority during such period shall be computed by taking into consideration meter readings when such meter(s) was (were) functioning properly and, if it appears that this method will not produce an equitable bill, taking into consideration the meter readings for the same month(s) of the previous year. However, in any event, Pike Authority shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after becoming aware of any malfunction.

All fire hydrants connected directly to the water lines of Williamson shall be metered.

5.

- 5 -

RATE. All water delivered to the Pike Authority shall be paid on the basis of the  $\frac{H}{2.3625}$  per thousand gallons. Pike Authority recognizes and agrees that the rate schedule set forth above is an initial schedule subject to change February 1 of each year. However, Williamson agrees that all charges to the Pike Authority shall be based upon the actual purchase price of water from the City of Griffin by Williamson at the time water is delivered to the Pike Authority plus an administrative fee which shall not be greater than five (5%) percent over the actual purchase price of water Williamson is charged by its supplier, the City of Griffin.

6.

PAYMENT. Williamson will bill the Pike Authority on a regular monthly basis for water supplied by Williamson to the Pike Authority for the preceding month. The Pike Authority shall pay Williamson on or before the fifteenth (15th) of each current calendar month the amounts due to Williamson for all water delivered to the Pike Authority by Williamson during the preceding month. Should the Pike Authority fail to pay the amount of the bill for any water delivered to the Pike Authority by Williamson within the period herein provided, Williamson shall have the right to cease to deliver water to the Pike Authority at any time it elects to do so; provided fifteen (15) days notice of intent to do so is given the Pike Authority, and the Pike Authority fails to make payment of all past due amounts, including penalty, within said fifteen (15) day period.

7.

SERVICE FAILURES. Williamson agrees to operate the Williamson Water System in a reasonable and customary manner. Interruptions of service may occur, however, in which event, Williamson agrees to take all reasonable means to restore the system to operation as promptly as possible. However, Williamson is not to be held responsible for any interruption of service that may be due to the City of Griffin or to acts of nature or to vandalism, terrorist acts, fire or other catastrophic occurrence.

RULES AND REGULATIONS. Williamson covenants and agrees to use all resources reasonably available to meet its obligations under this Agreement and all other water supply contracts and covenants and agrees to treat all municipal customers and the customers of the Pike Authority on the same basis with respect to any rules, regulations and emergency measures that may be adopted by Williamson, the City of Griffin or the State of Georgia. The Pike Authority agrees to accept and abide by any and all water restrictions that may be imposed by the State of Georgia, the City of Griffin or by Williamson subject to said restrictions equal application to the customers of Williamson.

# 9.

FORCE MAJEURE. If by reason of force majeure, either party hereto shall be rendered unable, wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such force majeure, in writing by certified mail to the other party within reasonable time after the occurrence of the event or cause relied upon the obligation of the party giving such notice so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean, acts of God or nature, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the government of the United States or the State of Georgia, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washout, droughts, restraint of government, and people, civil disturbances, explosion, breakage or accidents to machinery and pipelines, partial or entire failure of water supply or inability on part of Williamson to deliver water hereunder or the Pike Authority to receive water hereunder on account of any other causes not reasonably within the controls of the party claiming such inability. If Williamson is unable to supply water by reason of force majeure, then Williamson. agrees to prorate the water available to it between the Pike Authority and Williamson's other customers based upon relative consumption during the immediate preceding year; Williamson shall not be obligated to deliver to the Pike Authority any water in excess of its share under such proration.

10.

DISAGREEMENTS AND DISPUTES. The parties agree that in the event any disagreement or dispute should arise at any time under this Agreement, the parties will immediately attempt to resolve any such disagreement or dispute in the following order of priority:

1. Negotiation:

Within five (5) days of the occurrence of any disagreement or dispute, the Mayor of the City and the Chairman of the Authority shall meet in an effort to negotiate a resolution of any such disagreement or dispute. The Mayor and the Chairman will mutually agree as to the date, time and location for such negotiation. Each party may have one additional representative present solely in an advisory capacity.

2. Mediation:

In the event the Mayor and the Chairman are unable to negotiate a resolution of the matter then the parties to this Agreement agree that within seven (7) days from the date of negotiation, they will submit the matter to mediation. The Mayor and the Chairman shall select a competent and qualified mediator to address the matter. Williamson and the Authority agree that each party shall pay one (½) half of the costs of any such mediator. The Mayor and the Chairperson, in coordination with the selected mediator shall select the date, time and location for such mediation. Each party may have at such mediation, their attorney and such other witnesses as each party deem necessary and advisable. Each party is to be responsible for their own attorney's legal fees.

### 3. Binding Arbitration:

In the event that the parties are unable to resolve any disagreement or dispute by mediation then within ten (10) days following the date of mediation, the parties agree to submit the matter to binding arbitration.

The Pike Authority shall appoint one arbitrator and Williamson shall appoint one arbitrator, and the two arbitrators so appointed shall select a third arbitrator. Their decision, or the decision of any two of the three arbitrators, in the matter shall be binding on both parties hereto without recourse; provided, that if the two arbitrators first chosen shall not agree on a third, then said arbitrator shall be appointed by the Board of Directors of the American Society of Civil Engineers, Georgia Section, upon application of either party. Each said arbitrator shall be a professional engineer, licensed by the State of Georgia, with experience in water production and distribution. Each party to this Agreement shall equally bear the cost of arbitration with the exception of attorney fees which shall be the responsibility of each individual party.

11.

GRANTS. Each party agrees to reasonably cooperate with each other and to use their good faith efforts to obtain any federal, state or private grants that may be available to repair,

-9-

modify, replace, extend or upgrade the respective water systems of each party and to develop additional water sources.

12.

NOTICES. Any and all notice or other communication required or permitted by this Agreement to be served, delivered, or given to a party by the other party shall be in writing, signed by the party or its attorney and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, certified with return receipt requested, postage prepaid addressed to the parties at the addresses set forth below:

If to the Pike Authority, at:

With copy to:

If to Williamson, at:

With copy to:

Tom Lacey, Chairman Pike County Water & Sewerage Authority P.O. Box 948 Williamson, Georgia 30295

Tom H. Sloope, P.E. Carter & Sloope 6310 Peake Road Macon, Georgia 31210

Bobby Harrison, Mayor City of Williamson P.O. Box 1 Williamson, Georgia 30292

Jack Lenis Park, Jr. Attorney at Law P.O. Box 909 Zebulon, Georgia 30295

13.

### MISCELLANEOUS.

1. Any waiver of any term or condition, or any amendment, modification or supplementation of this Agreement shall be effective only if in writing signed by the

parties. Any waiver shall not be construed as being an ongoing or continuous waiver of the same issue.

- This Agreement contains the entire agreement of the parties with respect to matters covered by this Agreement and supersedes all prior arrangements or understanding oral or written with respect to this Agreement.
- 3. To the extent the provisions of the Revenue Bond Law, (Georgia Laws, 1957, page 36, et. seq., as amended) amending law formerly known as Revenue Certification Law of 1937, (Georgia Laws, 1937, page 761, et seq. as amended) may apply to this Agreement they are incorporated herein by reference and made a part hereof.
- 4. If any phrase, clause, sentence, paragraph, or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction, all other provisions contained herein shall remain in full force and effect.
- 5. A failure to initiate action as to any breach shall not be deemed as a waiver of a right of action and all such uninitiated rights of action shall be cumulative.
- 6. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of the parties hereto. This Agreement may not be assigned by the Pike Authority without the prior written agreement of Williamson.
- This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Georgia.
- This Agreement may be amended, revised, changed by written mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in four counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

PIKE COUNTY WATER AND SEWERAGE AUTHORITY

By: Plans PM -Attest

Approved as to form:

No

Attorney for the Authority

# CITY OF WILLIAMSON, GEORGIA

By: ( Mayor Attest:

Approved as to form: ast

City Attorney

## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

Inst		- 42	~	
Inst	ru	сп	on	S:

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

Service: Sewage Collection

- 1. Check the box that best describes the agreed upon delivery arrangement for this service:
  - Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
  - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
  - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
  - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
  - Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
- 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

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

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

Local Government or Authority: Funding Method:

Pike County W&SA	User fees and county general fund	
Zebulon	User fees	
Concord	User fees	

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

Pike County Water & Sewerage Authority will provide services to the unincorporated portions of the county. Concord provides sewerage collection to unincorporated Hill Top community

<ol><li>List any formal service delivery agree service:</li></ol>	ements or intergovernmental contracts that will b	be used to implement the strategy for this
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
7. Person completing form: <u>Tommy</u>	es, etc.), and when will they take effect? Burnsed	
Phone number: 770-567-3406	Date completed: 10/01/	/2004
8. Is this the person who should be con- consistent with the service delivery s	tacted by state agencies when evaluating whether trategy?  Yes  No	proposed local government projects are
If not, provide designated contact per		

PAGE 2 (continued)



second second

×.

