



SERVICE DELIVERY STRATEGY Form 1

COUNTY: BULLOCH

I. GENERAL INSTRUCTIONS

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

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Planning and Quality Growth at (404) 679-5279.

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF PLANNING AND QUALITY GROWTH
60 Executive Park South, N.E.
Atlanta, Georgia 30329**

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

| | |
|--------------------|--|
| Bulloch County | Town of Register |
| City of Statesboro | Development Authority of Bulloch County |
| Town of Brooklet | The Hospital Authority of Bulloch County |
| Town of Portal | Statesboro Housing Authority |

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- | | | |
|---|-----------------------------------|---|
| 1. Airport | 13. Fire Protection | 25. Public Housing |
| 2. Animal Shelter | 14. Gas Utility | 26. Road and Street Construction |
| 3. Building Inspection, Building Permit | 15. Hospital | 27. Road and Street Maintenance |
| 4. Code Enforcement | 16. Indigent Defense | 28. Sanitation (Solid Waste Collection) |
| 5. Convention and Tourism | 17. Jails | 29. Senior Citizens Programs |
| 6. Courts | 18. Landfill and Transfer Station | 30. Social Services |
| 7. Economic Development | 19. Law Enforcement | 31. Stormwater Collection and Treatment |
| 8. Emergency 911 | 20. Library | 32. Wastewater Collection and Treatment |
| 9. Emergency Management | 21. Main Street Program | 33. Water Supply and Distribution |
| 10. Emergency Medical and Rescue | 22. Parks and Recreation | 34. Zoning |
| 11. Engineering | 23. Planning | |
| 12. Environmental Management | 24. Public Health Services | |

TABLE OF CONTENTS

| | |
|---|----------|
| Introductory Statement | 3 |
| FORM 2 | |
| Airport | 4 |
| Animal Shelter | 6 |
| Building Inspection, Building Permit | 7 |
| Code Enforcement | 9 |
| Convention and Tourism | 12 |
| Courts | 13 |
| Economic Development | 15 |
| Emergency 911 | 24 |
| Emergency Management | 25 |
| Emergency Medical and Rescue | 27 |
| Engineering | 28 |
| Environmental Management | 31 |
| Fire Protection | 33 |
| Gas Utility | 38 |
| Hospital | 39 |
| Indigent Defense | 40 |
| Jails | 41 |
| Landfill and Transfer Station | 47 |
| Law Enforcement | 72 |
| Library | 75 |
| Main Street Program | 77 |
| Parks and Recreation | 78 |
| Planning | 80 |
| Public Health Services | 86 |
| Public Housing | 87 |
| Road and Street Construction | 88 |
| Road and Street Maintenance | 89 |
| Sanitation (Solid Waste Collection) | 91 |
| Senior Citizens Programs | 93 |
| Social Services | 95 |
| Stormwater Collection and Treatment | 96 |
| Wastewater Collection and Treatment | 97 |
| Water Supply and Distribution | 100 |
| Zoning | 108 |
| FORM 3 | |
| Summary of Land Use Agreements | 110 |
| FORM 5 | |
| Certifications for Revision/Extension of Existing SDS | 112 |

Bulloch County Service Delivery Strategy

*Bulloch County, Town of Brooklet, Town of Portal, Town of Register,
And the City of Statesboro*

Introductory Statement

The two years during which our local governments have worked to develop this service delivery strategy have involved a careful process of self-examination, the goal of which has been to discover the best way to deliver services to the people in our community in the most effective, equitable, and professional manner possible. We believe that the agreement contained herein represents the best efforts of all parties to meet the challenges set forth in Georgia's House Bill 489, which include the elimination of double taxation and duplication of services, the justification of water and sewer rate differentials. The elimination of conflicts in our land use plans, and the establishment of a process for resolving land use classification disputes. This process has not simply been approached as an exercise to meet the letter of the law; on the contrary, we have taken advantage of this opportunity to scrutinize the way our governments provide services to arrive at a strategy which we feel will serve us well for many years. This agreement lives up to the spirit of the intent of House Bill 489 as well as the letter of the law.

The Bulloch County Board of Commissioners and the cities of Brooklet, Portal, Register, and Statesboro hereby acknowledge and agree that due diligence has been exercised in the identification and elimination of services for which incorporated taxpayers may have been paying at a disproportionately higher level than unincorporated taxpayers. Acknowledging that Special Purpose Local Option Sales Tax is a county wide tax which is to be used for county capital projects, Bulloch County and the cities of Statesboro, Brooklet, Portal, and Register also agree that as a matter of equity and in keeping with the spirit and intent of House Bill 489 to eliminate "double taxation", the same level of due diligence shall be exercised in the construction of future Special Purpose Local Option Sales Tax programs to insure that incorporated county residents do not receive a disproportionately higher benefit and, conversely, that unincorporated residents do not receive a disproportionately lesser benefit as a result of the funding of "higher level of service" capital municipal projects.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Airport |
|------------------------|-------------------------|

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. Service provider: *Bulloch County*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.)

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |

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

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

The Statesboro-Bulloch County Municipal Airport provides rental, instructional, aircraft refueling, commuter, and maintenance services for private and corporate aircraft. Facilities within the 798-acre area include one 5,500 foot long runway and one 4,380 foot long runway. The airport is equipped with an automated weather observation system (A WOS), and a new terminal building (paid for with county SPLOST funds) completed in 1996. The airport has 30 aircraft tie-down spaces and eleven buildings available for storage, offices, and hangars. The airport also has a fulltime manager on site to provide day to day administration for the facility. An airport committee provides general oversight and makes policy recommendations related to capital expenditures and facility improvements. Prior to the development of the service delivery strategy, the committee was composed of representatives from the City of Statesboro and Bulloch County, as well as local pilots and the airport manager. Prior to the adoption of the service delivery strategy, the

Statesboro-Bulloch County Municipal Airport was jointly owned and operated by the City of Statesboro and Bulloch County. As a part of the service delivery strategy, the City of Statesboro and Bulloch County have agreed to begin funding airport operations 100% from the County's general fund.

SERVICE DELIVERY TERMS

Prior to adopting the service delivery agreement, the City of Statesboro funded 50% of the airport's operations (which was \$21,600 in FY 98-99). Under the terms of the service delivery strategy, the County will fully fund airport operations from the county-wide general fund beginning not later than November 1, 1999. The City of Statesboro will not charge to the County any rental for any interests the City may have in the airport property. The airport will become a county department, and the airport manager and other airport staff will be county employees. The airport committee will remain in place, with all appointments made by the county.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Animal Shelter |
|------------------------|--------------------------------|

- 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. Service provider: *Bulloch County*
- In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |

- How will the strategy change the previous arrangement for providing and/or funding this service within the county?

No change.

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

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

- 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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

- 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

SERVICE DELIVERY TERMS

The geographical service area for the animal control shelter is county wide. Previously, the City of Statesboro managed the animal shelter and billed Bulloch County monthly for one-half of the net operational costs of the service. For FY 98-99, each entity contributed \$23,500. Under the terms of the service delivery agreement, the County will fully fund animal shelter operations from the county-wide general fund beginning not later than November 1, 1999. The City of Statesboro will not charge to the County any rental for any interests the City may have in the animal shelter property. The County will take over management of the animal shelter simultaneously with the takeover of 100% funding of this facility.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Building Inspections, Building Permits |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 - One or more cities will provide this service within their incorporated boundaries, and the county will provide the service in unincorporated areas: Service Provider: *Bulloch County, City of Statesboro, Town of Brooklet, Town of Portal, Town of Register*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

If these conditions will continue under this 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.)

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Bulloch County | Unincorporated revenues (permits fees, unincorporated ad valorem taxes) |
| City of Statesboro | General Fund |
| Town of Brooklet | General Fund |
| Town of Portal | General Fund |
| Town of Register | General Fund |

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

Portal and Register will provide service within their boundaries.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**
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

SERVICE DELIVERY TERMS

Inspection of new construction and mobile home installation are undertaken in unincorporated Bulloch County by county staff. All building inspection services provided by Bulloch County will continue to be conducted solely in unincorporated areas and funded primarily through permit fees. Under the terms of the Service Delivery agreement all net operational costs for Bulloch County Building Inspections will be derived from unincorporated revenues. Building inspection in Statesboro, Register, and Brooklet is provided by staff employed by those cities and is funded from the General Funds of those cities. At this time, Portal provides building permitting but anticipates providing building inspections at a future date.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Code Enforcement |
|------------------------|----------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides code enforcement countywide. The City of Statesboro, Town of Portal, Town of Register, and Town of Brooklet provide a higher level of code enforcement within their respective municipal limits.*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this 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.)

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |
| Town of Brooklet | General Fund |
| Town of Portal | General Fund |
| Town of Register | General Fund |

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

Portal and Register will provide service within their boundaries.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

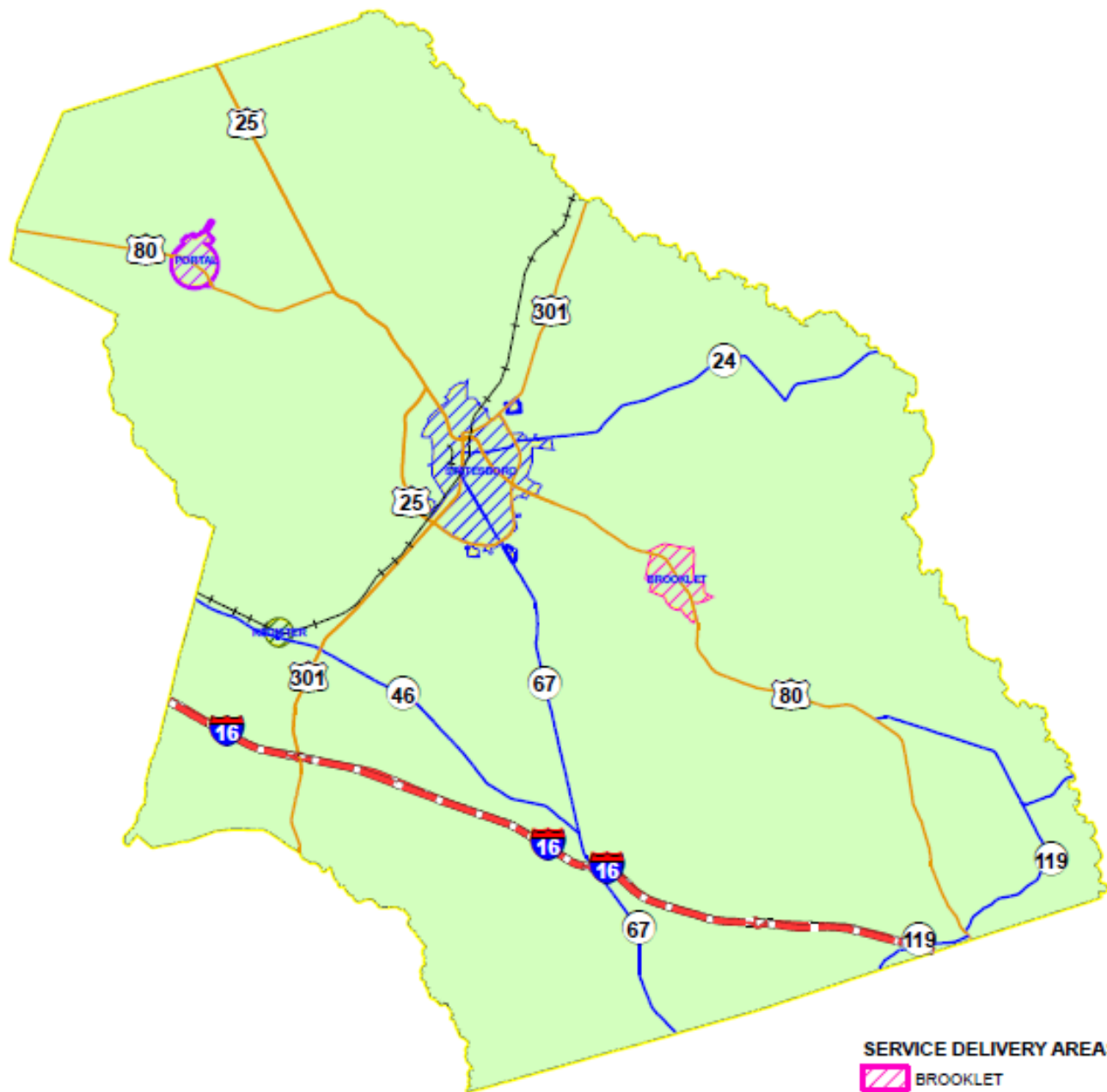
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

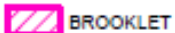


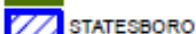
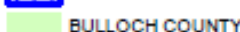
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

SERVICE DELIVERY TERMS

Code enforcement is provided county wide by Bulloch County staff and funded from County General Funds. The majority of the county's current level of code enforcement includes mobile home decal inspections, which is performed without consideration to city boundaries. Additionally, by formal action of the Statesboro City Council in session on July 1, 1997, the County Environmental Manager is authorized to issue citations for vehicles not having tarpaulin covers or for spilling refuse on city or county streets. Bulloch County does not currently have a full time staff person solely assigned to code enforcement. Rather, the zoning administrator enforces codes on a part time basis. The County anticipates that the need for code enforcement county wide will only escalate in the future, thereby further warranting it as a county wide service. Statesboro, Portal, Register and Brooklet use staff to provide enforcement of municipal ordinances, which is a higher level of code enforcement. Code enforcement in those cities is paid for out of the cities' respective general funds.



SERVICE DELIVERY AREAS

-  BROOKLET
-  PORTAL
-  REGISTER
-  STATESBORO
-  BULLOCH COUNTY

**BULLOCH COUNTY
CODE ENFORCEMENT**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Convention / Tourism |
|------------------------|--------------------------------------|

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. Service provider: *Statesboro Convention and Visitors Bureau*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

If these conditions will continue under this 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.)

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Convention and Visitors Bureau | Hotel / motel taxes |

4. How will the strategy change the previous arrangement 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:

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Operational funding for the Statesboro Convention and Visitors Bureau is derived from the Hotel/Motel tax, and the City of Statesboro and Bulloch County simply relay those fees collected, less the allowable administrative fee, accordingly. Neither the County nor any of the municipalities in Bulloch County additionally subsidize the costs of the CVB so there are no changes to the previously existing service delivery arrangement.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Courts |
|------------------------|------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides court service countywide. The City of Statesboro and Towns of Brooklet, Register and Portal provide municipal court services within their respective incorporated limits.*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |
| Town of Brooklet | General Fund |
| Town of Portal | General Fund |
| Town of Register | General Fund |

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

Register will provide service within its boundaries.

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

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

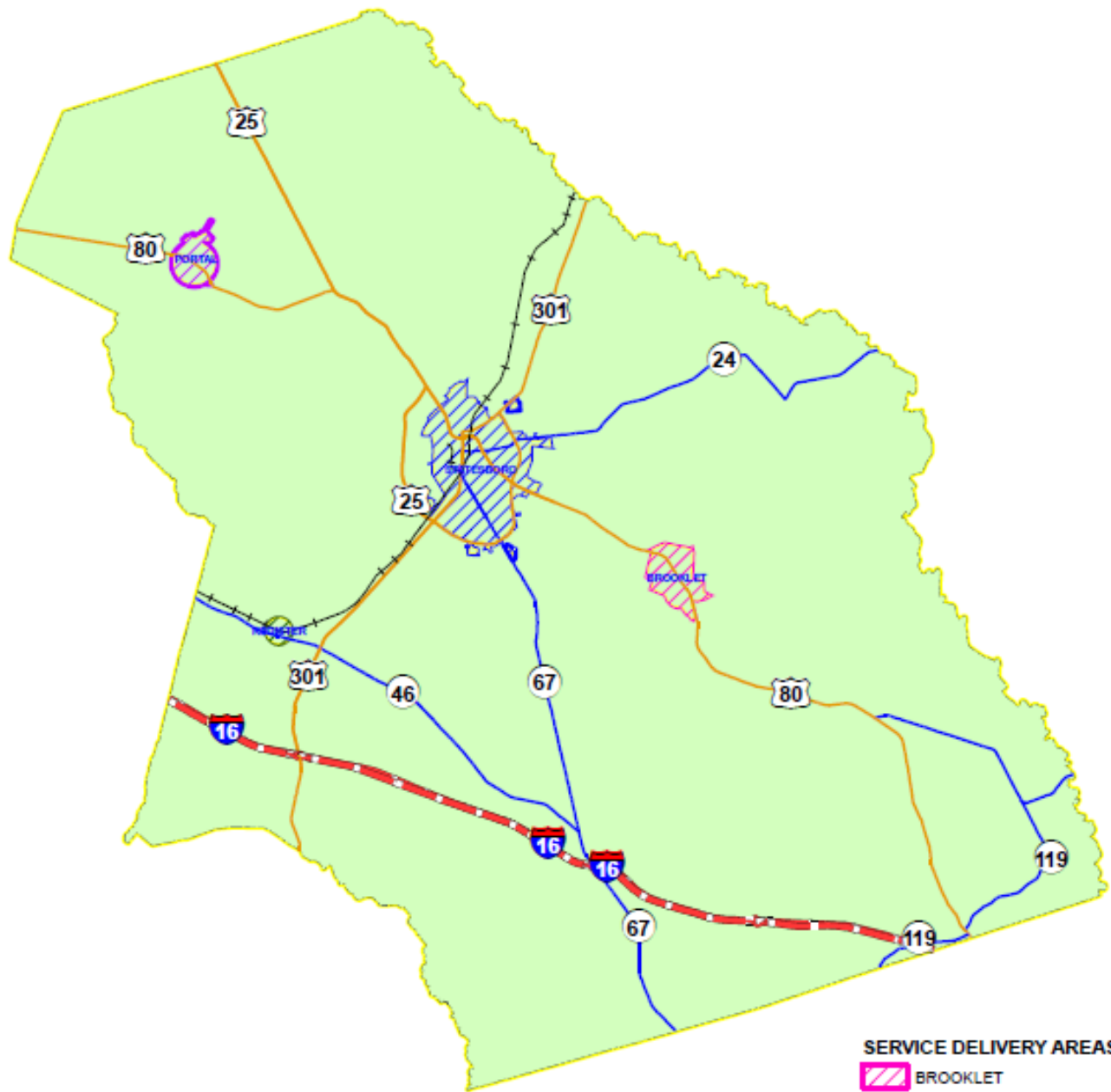
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?






7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

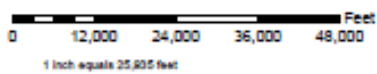
SERVICE DELIVERY TERMS

Bulloch County funding for Superior Court, State Court, Magistrate and Probate Courts functions and services. The county is part of the Ogeechee Judicial Circuit which includes Effingham, Jenkins, Bryan, and Screven Counties. The geographic service area for this service is county wide and county General Funds are used to pay for costs associated with the courts. The City of Statesboro and the towns of Brooklet, Register and Portal provide municipal courts within their jurisdictions and those court services are paid from the general funds of those cities.



- SERVICE DELIVERY AREAS**
-  BROOKLET
 -  PORTAL
 -  REGISTER
 -  STATESBORO
 -  BULLOCH COUNTY

**BULLOCH COUNTY
COURTS**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Economic Development |
|------------------------|--------------------------------------|

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. Service provider: *Bulloch County through the Development Authority of Bulloch County*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes** (if "Yes," you must attach additional documentation as described, below)
 - No**

If these conditions will continue under this 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.

Upon adoption of the service delivery agreement, Bulloch County will begin to phase in funding for operation of the Development Authority of Bulloch County and will pay for this service out of the county's general fund. The phase in period will occur at 20% per year for five years. All capital, debt, or other contractual or intergovernmental agreements will remain in place and will continue to be paid by the City of Statesboro and Bulloch County accordingly. Capital costs will be funded through the Special Purpose Local Option Sales Tax (SPLOST), or as otherwise stated in existing financial agreements or as mutually agreed to by both governments.

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 |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |

4. How will the strategy change the previous arrangement 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 |
|------------------------------------|---|-----------------------------------|
| Perimeter Center Loan Agreement | City of Statesboro, Bulloch County, Development Authority of Bulloch County | |
| Gateway Loan Agreement | City of Statesboro, Bulloch County, Development Authority of Bulloch County | Entered into August 2, 1993 |
| Addendum to Gateway Loan Agreement | City of Statesboro, Bulloch County, Development Authority of Bulloch County | Entered into September 6, 1994 |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**
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
-

SERVICE DELIVERY TERMS

The Development Authority of Bulloch County serves as Bulloch County's principal contact for prospective commercial and industrial interests seeking business opportunities in the county. This entity is a formal authority and is not currently managed by either the City or the County. The geographic service area is county wide. During the service delivery agreement negotiation process, it was agreed by all parties that the County will begin to assume 100% of the operational funding, with those funds being derived from the County General Fund. Prior to the adoption of the service delivery agreement, the City of Statesboro contributed an annual amount toward the operational costs for the Development Authority (for FY 98-99, this amount was \$15,500.) The county will phase in a funding takeover of operational costs for the Development Authority of Bulloch County at no less than 20% of the City's FY 98-99 contribution per year for five years. Accordingly, future appointments to the authority will be made by the County.

COUNTY OF BULLOCH

STATE OF GEORGIA

RESOLUTION

WHEREAS, in order to promote economic growth in Bulloch County, Georgia and to improve the general welfare of its citizens, it is deemed appropriate to extend sewer and water services to Perimeter Center South and the Ogeechee Technical Institute, and;

WHEREAS, the City of Statesboro has agreed to the extension of said City of Statesboro services by Bulloch County in consideration for the conveyance by Bulloch County to the City of Statesboro of the infrastructure necessary for said extension, and;

WHEREAS, by agreement between the City of Statesboro and Bulloch County, upon completion of the extension of said services and conveyance of the infrastructure to the City of Statesboro, the City will operate and maintain said services in consideration of its receipts of all user fees, tax fees and impact fees, and;

WHEREAS, as a method of financing a portion of the cost of the extension of the aforesaid services Bulloch County has received a commitment from the Georgia Environmental Facilities Authority for a loan in the principal amount of \$400,000 payable over a period of 15 years at an interest rate of 5.8% per annum.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That Bulloch County accept the commitment from Georgia Environmental Facilities Authority for the aforescribed loan, same being designated as "Bulloch County Project #88-534-WJ".
2. That the Chairman and Clerk of the Board of Commissioners of Bulloch County be authorized to execute on behalf of Bulloch County the contract with the Georgia Environmental Facilities Authority, the promissory note evidencing said debt and such other supporting documents as may be necessary to effect and administer said loan and project.

Adopted at a regular meeting of the Board of Commissioners this 4th day of October, 1988.

Evelyn H. Wilson
ATTEST

Robert J. Cox
Chairman
Thomas Anderson
Commissioner
Brandon Austin
Commissioner
D. L. D. P. D.
Commissioner

Exhibit #1988-14

STATE OF GEORGIA

COUNTY OF BULLOCH

AGREEMENT

This Agreement made and entered into this 2nd day of August, 1993, among the DEVELOPMENT AUTHORITY OF BULLOCH COUNTY ("DABC"), the BOARD OF COMMISSIONERS OF BULLOCH COUNTY (the "County"), and THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO (the "City").

WITNESSETH:

WHEREAS, the DABC has entered into a contract (the "Purchase contract") with Arthur James Riggs as Executor of the Estate of Arthur Riggs to purchase 615.94 acres in the 1209th G. M. District of Bulloch County, Georgia (the "Property"); and

WHEREAS, Farmers & Merchants Bank, First Bulloch Bank & Trust company, Eagle Bank & Trust company, and Sea Island Bank (collectively, the "Banks") have jointly agreed to make a loan in the amount of \$1,584,500 to the DABC for acquisition of the Property plus an additional loan of \$985,000 for the construction of a 500,000 gallon water storage tank on the Property and the construction of various utilities to serve the Property (collectively, the "Acquisition Loan"); and

WHEREAS, the DABC has entered into an Option Agreement (the "Option") with North Arkansas Wholesale Co., Inc. (the "Company") providing for the sale of a portion of the Property to the Company; and

WHEREAS, the DABC has entered into an Inducement and Development Agreement (the "Inducement Agreement") with the company regarding the location of a bulk storage facility in Bulloch County, Georgia (the "Project"); and

WHEREAS, the City and county have agreed to perform certain obligations under the terms of the Inducement Agreement as an incentive or inducement to the company to locate the Project in Bulloch County, Georgia; and

WHEREAS, the parties desire to enter into this Agreement to set forth their respective obligations with regard to the Inducement Agreement and the Acquisition Loan;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. AUTHORIZATION AND FUNDING. The City and County acknowledge that the DABC has entered into the Purchase Contract for the purchase of the Property, and that the DABC has received a commitment from the Banks with regard to the Acquisition Loan. The County agrees to fund two-thirds (2/3) of the interest on the Acquisition Loan through annual budget appropriations to the DABC. The City agrees to fund one-third (1/3) of the interest on the Acquisition Loan through annual budget appropriations to the DABC.

2. APPLICATION OF SALE PROCEEDS. The parties agree that the net proceeds from the sale of property to the company pursuant to the terms of the option (after payment of real estate commissions and other expenses of sale) and the net proceeds from all future sales of the Property, or portions thereof, shall be applied in reduction of the principal balance of the Acquisition Loan until it is paid in full. The net proceeds from future sales of the Property, or portions thereof, after payment in full of the Acquisition Loan, shall be applied to the reimbursement of interest funded by the City and county as follows: two-thirds (2/3) of the net proceeds from each sale shall be paid to the County and one-third (1/3) of the net proceeds from each sale shall be paid to the City. All net proceeds from future sales of the Property after repayment in full of the Acquisition Loan and reimbursement of all interest funded by the city and County, shall be retained by the DABC.

3. OBLIGATIONS UNDER THE INDUCEMENT AGREEMENT. The City hereby agrees to provide utilities to the Property in accordance with the terms of Paragraphs II.B., II.C. and II.D. of the Inducement Agreement. The utilities to be provided by the City shall be funded by the Acquisition Loan. The County hereby agrees to guarantee performance of all other obligations under the Inducement Agreement, except as provided in Paragraphs I.A., I.B, II.B, II.C., and II.D thereof. The City and County hereby agree to the terms and conditions of the Inducement Agreement and hereby authorize the DABC to enter into the Inducement Agreement.

4. ENTIRE AGREEMENT. This contract constitutes the sole and entire agreement between the parties and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representations, promises, or inducements not included in this contract shall be binding on any party hereto.

5. CONSTRUCTION. This agreement is being delivered and is intended to be performed in the state of Georgia and shall be construed and enforced in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this agreement under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of
Yolanda Barron
Witness
Lini Shuman
Notary Public, Bulloch County, Georgia
My Commission Expires September 28, 1903

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY
By: [Signature]
R. KENNY STONE
Chairman

Signed, sealed and delivered in the presence of
Evelyn H. Nelson
Witness
[Signature]
Notary Public, BNEF. BRANNEN
Notary Public, Bulloch County, Georgia
My Commission Expires Feb. 13, 1994

BOARD OF COMMISSIONERS OF BULLOCH COUNTY
By: [Signature]
RAYMOND ANDERSON
Chairman

Signed, sealed and delivered in the presence of
[Signature]
Witness
Kathy B. Spivey
Notary Public
Notary Public, Bulloch County, Georgia
My Commission Expires Jan. 7, 1996

THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO
By: [Signature]
DAVID H. AVERITT
Mayor

STATE OF GEORGIA

COUNTY OF BULLOCH

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT made and entered into this 6th day of September, 1994, by and among the DEVELOPMENT AUTHORITY OF BULLOCH COUNTY ("DABC"), the BOARD OF COMMISSIONERS OF BULLOCH COUNTY (the "County"), and the MAYOR AND COUNCIL OF THE CITY OF STATESBORO (the "City").

WITNESSETH

WHEREAS, the parties hereto entered into an intergovernmental contract on the 2nd day of August, 1993, (hereinafter the "Agreement") whereby the City and County agreed to perform certain obligations with respect to a loan or loans to the DABC, as well as the provision of certain utilities to certain property being acquired by the DABC; and

WHEREAS, Farmers and Merchants Bank, First Bulloch Bank and Trust Company, Eagle Bank and Trust, and Sea Island Bank (collectively, the "Banks") made a loan to the DABC for One Million Five Hundred Eighty-four Thousand Five Hundred and no/100 (\$1,584,500.00) Dollars ("Base Loan") for the acquisition of 615.94 acres in the 1209th G. M. District of Bulloch County, Georgia (the "Property"); and

WHEREAS, the Base Loan has been reduced with net proceeds from the sale of a portion of the Property to the North Arkansas Wholesale Company, Inc. such that the present outstanding principal balance of the Base Loan is Six Hundred Eighty-nine Thousand Two Hundred Thirty-four and no/100 (\$689,234.00) Dollars with interest paid currently; and

WHEREAS, the Banks extended a line of credit in the amount of One Million and no/100 (\$1,000,000.00) Dollars (referenced to hereinafter as the "Line of Credit," and collectively with the Base Loan referred to as the "Acquisition Loan") for the construction of a 500,000 gallon water storage tank on the Property and the construction of various utilities to serve the Property (the "Project"); and

WHEREAS, construction of the water storage tank and the various utilities serving the Property is nearing completion; and

WHEREAS, the water storage tank and the various utilities shall be located on property of the City and shall service the Property as well as the remainder of the Gateway Regional Industrial Park located outside of the city limits of Statesboro, but within the County; and

WHEREAS, the North Arkansas Wholesale Company, Inc., as owner of the Property and operator of the Wal-Mart storage facility, will be a major industry located in the County with substantial employment and with substantial equipment located on the Property; and

WHEREAS, the Wal-Mart storage facility, as well as future industry which shall locate within the Gateway Regional Industrial Park will substantially enhance the tax base of the County; and

WHEREAS, the City and the County have a vested interest in the construction of the water storage tank and the various utilities so as to accommodate this industry and future industry to be located within the Gateway Regional Industrial Park; and

WHEREAS, the County has received a commitment for a loan in the amount of One Million One Hundred Twelve Thousand and no/100 (\$1,112,000.00) Dollars from the Georgia Environmental Facilities Authority ("GEFA") for this Project, and

WHEREAS, the outstanding principal balance of the Line of Credit is approximately One Million and no/100 (\$1,000,000.00) Dollars; and

WHEREAS, the DABC has received a commitment for a grant in the amount of One Hundred Thirty Thousand and no/100 (\$130,000.00) Dollars from the Department of Community Affairs ("DCA") to be applied toward the expenses of the Project; and

WHEREAS, the parties hereto desire to close on the loan commitment from GEFA and to apply the proceeds thereof to the payment of outstanding expenses of the Project and for the payoff of the Line of Credit; and

WHEREAS, the parties hereto desire to further set forth their respective obligations with respect to the completion of the Project and the repayment of the Base Loan and the GEFA loan;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and in the original Agreement, the parties hereto further agree as follows:

1. APPLICATION OF DCA GRANT

The City and County acknowledge that the DABC has received a commitment for a grant from the DCA in the amount of One Hundred Thirty Thousand and no/100 (\$130,000.00) Dollars (the "Grant"). The DABC agrees to apply the proceeds of the Grant to the defrayal of the presently outstanding as well as future additional and unbudgeted expenses incurred in connection with the Project as described in Paragraph 5 hereunder, with the balance, if any, to be applied toward retirement of the Acquisition Loan.

2. AUTHORIZATION OF REFINANCING

The DABC and the City acknowledge that the County has received a commitment from the Georgia Environmental Facilities Authority for a loan in the amount of One Million One Hundred Twelve Thousand and no/100 (\$1,112,000.00) Dollars for the Project at a fixed rate of 5.12 percent with payback to be amortized over a period of twenty (20) years. The County shall authorize and effectuate closing of the loan commitment as soon as practical.

3. APPLICATION OF GEFA FUNDS

The proceeds from the GEFA loan shall be applied by the County to the payoff of the outstanding principal and interest due on the Line of Credit. The balance of the GEFA loan proceeds shall be applied to the additional and unbudgeted expenses for the Project as described in Paragraph 5 hereunder. However, in no event, shall any of the proceeds of the GEFA loan be applied to pay any County personnel, even though they may work on the Project, or for any other expenses prohibited by GEFA with respect to this loan.

4. OBLIGATIONS OF REPAYMENT

The net proceeds from all future sales of the remainder of the Property, or portions thereof, shall be applied in reduction of the principal balance of the Base Loan until it is paid in full, or until all the Property has been sold. If the Banks require any principal balance of the Base Loan to be paid prior to a sale of all the Property, the County agrees to pay two-thirds (2/3) of such sums and the City agrees to pay one-third (1/3) of such sums. Any net proceeds from future sales of the remainder of the Property, or portions thereof, after payment in full of the Base Loan, shall be applied to the reimbursement of all sums, including interest and principal paid by the City and County toward the Acquisition Loan, the GEFA loan, or any other sums for the Project as follows: two-thirds (2/3) of the net proceeds from each sale shall be paid to the County and one-third (1/3) of the net proceeds from each sale shall be paid to the City. All net proceeds from future sales of the Property after repayment in full of the Acquisition Loan, the GEFA loan and other sums paid for the Project, and after reimbursement to the City and County of all sums as provided herein, shall be retained by the DABC.

The GEFA loan requires monthly payment of principal and interest amortized over a twenty (20) year period. The County shall make the monthly payments to GEFA in accordance with the terms of the Note to be executed. The City shall be furnished with a copy of all the GEFA loan documents including the monthly payment schedule. On or before the due date of each monthly payment, the City shall pay to the County an amount equal to one-third (1/3) of the respective monthly payments until such loan has been paid in full.

5. ADDITIONAL EXPENSES OF PROJECT

The present expenditures on the Project, including outstanding expenses, are indicated on the Balance Sheet attached hereto as Exhibit A and made a part hereof. All future additional or unbudgeted expenses of the Project shall be paid by DABC following receipt of approval by the City and the County through their respective managers. To the extent the available proceeds from the GEFA loan, the Grant, and sales of the Property, or portions thereof, are insufficient to pay the additional or unbudgeted expenses, the City and County agree to pay or reimburse DABC for such expenses as follows: two-thirds (2/3) of such expenses shall be paid by the County and one-third (1/3) of such expenses shall be paid by the City. Except as amended herein, all other terms and provisions of the original Agreement shall remain in full force and effect as if fully set forth herein.

[Balance of page intentionally left blank.]

Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

~~DEVELOPMENT AUTHORITY OF BULLOCH COUNTY~~

Julie A. Stone
Witness

By: [Signature]
R. KENNY STONE
Chairman

Notary Public

Signed, sealed and delivered
in the presence of:

BOARD OF COMMISSIONERS OF BULLOCH COUNTY

Eck H. Wilson
Witness

By: [Signature]
E. RAYBON ANDERSON
Chairman

Susan M. Snowley
Notary Public

Signed, sealed and delivered
in the presence of:

THE MAYOR AND COUNCIL OF THE CITY
OF STATESBORO

Henry S. Spitzer
Witness

By: [Signature]
DAVID H. AVERITT
Mayor

Deborah M. May
Notary Public

Exhibit #1994-20
Notary date - 9/6/94

★ FAX TRANSMITTAL ★
 BULLDOCH COUNTY COMMISSIONERS

TO: Steve Bushing
 FROM: Scott Wood
 RE: _____
 # OF PAGES 2 DATE 8/11/94
 PH: 912/764-5245 FAX: 912/764-8634

GATEWAY REGIONAL INDUSTRIAL PARK

| | | |
|-----------------------|------------------|---------------------|
| INCOME | | |
| WM PARCEL | 982,740.00 | |
| LAND SALE - OPC | 15,390.00 | |
| ALLOTMENT - BLITCH | 6,000.00 | |
| BORROW PT | 8,200.00 | |
| HOUSE - STENBORG | 1,500.00 | |
| TIMBER SALE | <u>58,584.81</u> | |
| TOTAL REVENUE TO DATE | | <u>1,088,475.11</u> |

| | | |
|---------------------|-------------------|-------------------|
| CITY EXPENSES | | |
| 3/2 WRS SEUTL | 296,442.86 | |
| 3/21 | 54,335.88 | |
| 4/28 | 9,506.00 | |
| 5/25 | 88,079.00 | |
| 6/10 | <u>8,224.00</u> | |
| | | 457,188.70 |
| 11/17/93 TANK | | |
| 2/18 | 35,894.70 | |
| 3/21 | 60,003.00 | |
| 3/21 | 28.80 | |
| 3/21 | <u>148,604.80</u> | |
| 3/29 | 185.33 | |
| 4/28 | 8,068.31 | |
| 5/12 | 181.15 | |
| 5/01 | <u>24,013.58</u> | |
| | | 336,747.38 |
| 5/30 PUMP STATION | | |
| | <u>25,348.00</u> | |
| | | 25,348.00 |
| 2/8 ENG FEES | | |
| 2/18 | 7,806.50 | |
| 4/15 | 7,013.06 | |
| 4/15 | <u>9,944.00</u> | |
| 4/15 | 3,362.50 | |
| 5/12 | 3,400.75 | |
| 6/10 | 3,388.75 | |
| 7/13 | <u>4,801.25</u> | |
| | | 39,506.81 |
| TOTAL CITY EXPENSES | | <u>899,755.89</u> |

| | | |
|--------------------------|------------------|-------------------|
| COUNTY EXPENSES | | |
| 1/15 R-O-W | 14140.00 | |
| 1/25 | 25,000.00 | |
| 4/28 | <u>1,631.50</u> | |
| | | 40,971.50 |
| 9/30/93 R.E. COMM | | |
| | <u>88,488.00</u> | |
| | | 88,488.00 |
| 3/2 R R XING | | |
| | <u>80,867.00</u> | |
| | | 80,867.00 |
| 4/15 ENVIRON - S&W | | |
| 5/12 | 3,819.43 | |
| 5/25 | 384.00 | |
| | <u>10,430.88</u> | |
| | | 14,074.11 |
| 4/15 APPRAISALS | | |
| | <u>400.00</u> | |
| | | 400.00 |
| 12/17/93 ENG FEES - POSH | | |
| 12/21/93 | 4,880.00 | |
| 2/18 | 1,890.00 | |
| 5/12 | 1,245.00 | |
| | <u>418.00</u> | |
| | | 8,300.00 |
| TOTAL COUNTY EXPENSES | | <u>224,641.61</u> |

| | | |
|---------------------|-----------|------------------|
| DABC EXPENSES | | |
| MARKETING CENTER | 30,875.48 | |
| TOTAL DABC EXPENSES | | <u>30,875.48</u> |

EXHIBIT A

| | | |
|---------------------------------|------------------|---------------------------|
| EXPENSES TO DATE | | 1116002.80 |
| REMAINING EXPENDITURES - CITY | 207,214.11 | |
| REMAINING EXPENDITURES - COUNTY | 5,000.00 | |
| REMAINING EXPENDITURES - DABC | <u>30,875.48</u> | 242,214.11 |
| TOTAL REMAINING EXPENDITURES | | <u>1,357,217.09</u> |
| INCOME TO DATE | | |
| ANTICIPATED OCA GRANT | 130,000.00 | 1,088,475.11 |
| ADDITIONAL TIMBER SALES | <u>18,833.09</u> | 148,933.09 |
| TOTAL PROJECTED INCOME TO DATE | | <u>1,218,408.20</u> |
| | | <u><138,808.89></u> |

| | | |
|--------------------|---------------------|------|
| PARTICIPATION LOAN | 1,000,000.00 | |
| ACQUISITION LOAN | 1,984,800.00 | |
| DEFA LOAN | 1,112,000.00 | |
| | <u>3,896,800.00</u> | |
| R.E. TRANSFER | | |
| STC | 4008 Q.FT. | 0.00 |
| COUNTY | 1.5 ACRES | 0.00 |
| OGEE RAIL | R-O-W | 0.00 |



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Emergency 911 |
|------------------------|-------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. *Service provider: Bulloch County*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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 |
|-------------------------------|-------------------------------|
| Bulloch County | Telephone surcharge for E-911 |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The E-911 Center for Bulloch County is based at the Arnold Ray Akins Public Safety Complex in Statesboro. The department receives and dispatches all Emergency-911 calls for fire, ambulance, and law enforcement assistance. E-911 service in Bulloch County is provided county wide and is funded from a \$1.50 surcharge on local telephones and a \$1.00 surcharge on wireless phones. It has not been necessary for the County to subsidize E-911 operations, although should that necessity occur, those funds would be derived from the County General Fund.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Emergency Management |
|------------------------|--------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides emergency management services countywide. Due to a greater population density and a greater concentration of resources in the City of Statesboro, the City contributes an amount annually to the civil defense fund and provides mutual aid the County in the event of a disaster.*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this 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.

There are overriding benefits to continuing this arrangement because Statesboro provides assistance to the County in the event of an emergency or natural disaster.

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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |

4. How will the strategy change the previous arrangement 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 |
|----------------|---------------------|----------------------------|
| | | |

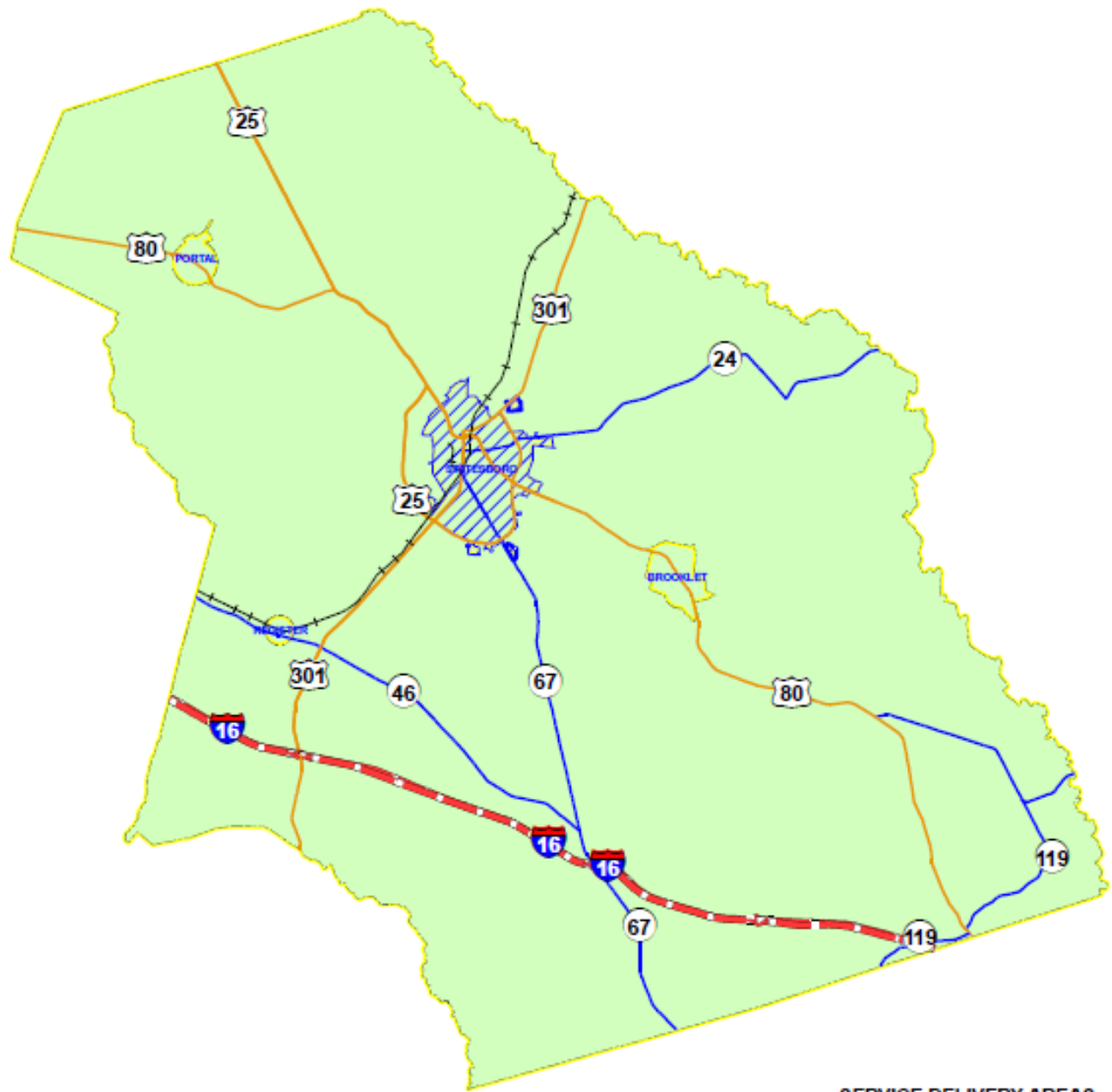
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
-

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**



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

SERVICE DELIVERY TERMS

The Bulloch County Emergency Management Agency is charged with developing mitigation activities that either prevent the occurrence of an emergency or reduce the community's vulnerability in ways that minimize the adverse impact of a disaster situation or other emergency. This service is provided county wide by Bulloch County and will continue to be funded from the County General Fund. Historically, the City of Statesboro has subsidized the cost of Emergency Management with an additional \$5,000 annual stipend, and as City residents are frequently the more immediate and direct beneficiaries of this service, City officials have agreed to the continuation of that allocation.

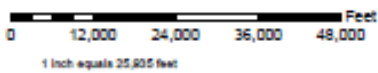


SERVICE DELIVERY AREAS

-  STATESBORO
-  BULLOCH COUNTY



**BULLOCH COUNTY
EMERGENCY MANAGEMENT**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Emergency Medical and Rescue |
|------------------------|--|

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. *Service provider: Bulloch County*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Emergency Medical and Rescue services are provided by the Bulloch County EMS Department. The activities of this department are coordinated on a day-to-day basis by the EMS Director and in a larger sense by the County's Public Safety Director. EMS also uses a First Responder program including fire departments, corporate safety and security teams, and individuals throughout the county. First responders are under the direction of Bulloch County EMS. This service is provided county wide by Bulloch County and is funded from the County General Fund.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Engineering |
|------------------------|-----------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides engineering services as a function of the County's road maintenance service, which benefits residents countywide. The City of Statesboro provides a higher level of engineering services within its municipal boundaries.*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this 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.

County Engineering is a component of the County's road maintenance department, which is discussed in more detail elsewhere in this agreement. The geographic service area is county wide. For example, the County maintains unpaved roads within the town limits of each of the three smaller municipalities, and cooperates with the City of Statesboro on an ongoing basis for the completion of various road maintenance projects. The County also assists each municipality in obtaining DOT contracts for road paving and provides in-kind support by completing the base for roads in many instances. The County maintains roadsides by mowing or spraying many miles of road within and outside of incorporated areas. Each of these road maintenance functions is coordinated by the County Engineer, and each example benefits all residents of Bulloch County. Also, a substantial level of past and current SPLOST revenues have been dedicated to street improvements in the City of Statesboro. The City of Statesboro provides a higher level of engineering services to its residents.

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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

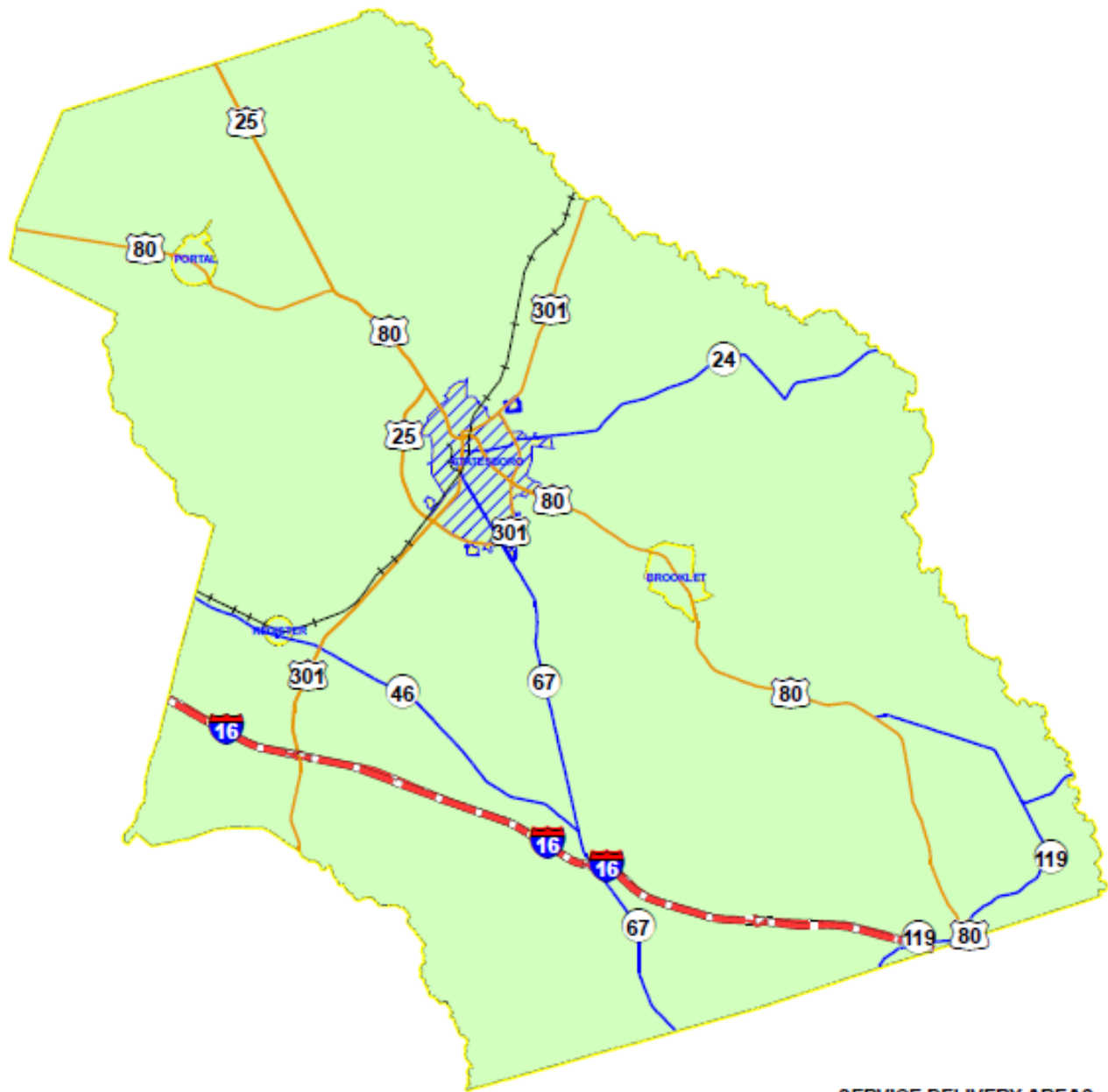
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No



SERVICE DELIVERY TERMS

Engineering is a component of Bulloch County's Public Works / Road Maintenance service. Page 10 of the guidebook Charting a Course for Cooperation and Collaboration: An Introduction to the Service Delivery Strategy Act for Local Governments, which was jointly authored by the Association County Commissioners of Georgia, the Georgia Municipal Association, the Georgia Department of Community Affairs, and the Carl Vinson Institute of Government, University of Georgia, poses the question: "Which county services should be paid for out of the general fund and which services should be paid from revenue sources derived from the unincorporated area?" The answer then provided by the guidebook is: "Some county services are made available county wide to all residents and, in many instances, nonresidents. Examples include services such as indigent legal defense, public health and welfare, county roads in incorporated and unincorporated areas, the county jail and the operation of county courts. These services should be paid for out of the county general fund. Additionally, it is not necessary for a city resident to personally drive on county roads to benefit from them. The simple fact that a county road exists, is maintained, and is equally available to the city resident, who is simultaneously a county resident, is adequate."

Page eleven of the same guidebook cited above states: "Whether a person lives in a city or in the unincorporated area of the county, there is no requirement that all residents of the county receive the same or even similar benefits for a service to be paid out of the county general fund."

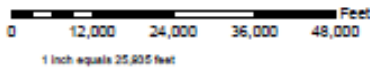
Road Maintenance, and therefore engineering (an essential component of road maintenance), is a service provided county wide and will continue to be paid for out of the general fund. The City of Statesboro provides a higher level of engineering services to residents within its incorporated city limits. The City of Statesboro pays for this service out of its general fund.



SERVICE DELIVERY AREAS
 STATESBORO
 BULLOCH COUNTY



**BULLOCH COUNTY
ENGINEERING**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Environmental 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. *Service provider: Bulloch County*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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 |
|--------------------------------------|--|
| Bulloch County | Unincorporated revenues, tippage fees, funds from sale of recycled materials, grants |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Bulloch County Environmental Management department is responsible for limited litter abatement countywide and for implementing the voluntary recycling program which is provided county wide. The recycling program includes eleven staffed recycling collection centers which accept glass, plastics, cardboard, newspaper, oil and oil filters, tires, metals, yard waste, and household garbage. One center is located in the city limits of Statesboro and accepts the above-listed items but does not accept yard waste and household garbage; those materials are collected at residences by the City of Statesboro sanitation department. The program is administered by the county and the personnel working at the recycling centers and the truck drivers who collect recycled materials from the centers are county employees. Even though developed and managed by the County, since the inception of this program the County has emphasized it as being a joint City of Statesboro-Bulloch County sponsored program and it is beneficial to both local governments.

The operational expenses related to the county wide recycling program are funded through a combination of tip page fees (including \$110,000 currently budgeted annually by the City of Statesboro), grant funds obtained by the county, and revenues derived from the sale of recycled materials. All allowable capital costs for the program are currently funded from Special Purpose Local Option Sales Tax. The success of this program well serves both the City of Statesboro and Bulloch County governments in contributing toward the State-mandated 25% reduction goal for the Landfill.

Net costs for the program will be paid by the County (costs above recycling proceeds and the tippage fee subsidy) from unincorporated revenues. Under the terms of the service delivery agreement, the City of Statesboro pledges to continue the current level of support of its budgeted contribution derived from tippage fees, with reasonable inflationary adjustments, through the life of the Service Delivery agreement or unless mutually amended.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Fire Protection |
|------------------------|---------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 - Other. Service Provider:
See attached Agreement and accompanying map.
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes** (if "Yes," you must attach additional documentation as described, below)
 - No**

If these conditions will continue under this 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 |
|--------------------------------------|------------------------|
| Bulloch County | See attached agreement |
| City of Statesboro | See attached agreement |

4. How will the strategy change the previous arrangement 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 |
|--|------------------------------------|--|
| Intergovernmental Agreement for Fire Protection Services | Bulloch County, City of Statesboro | July 1, 2009 thru June 30, 2010 – renews automatically |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

This intergovernmental agreement is entered into this 1st day of July 2009 by and between the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA**, a municipal corporation (hereinafter "the City") and **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter "the County").

WITNESSETH:

WHEREAS, the City of Statesboro operates a paid fire department currently with two stations fully manned around the clock that provides fire suppression and prevention services to its citizens; and,

WHEREAS, given the amount of staffing, training, equipment and water supply, and communications available to the fire department, the Insurance Services Office (ISO) has determined that the Statesboro Fire Department qualifies for a Class 3 Fire Insurance Rating, on a scale of 1 (best) to 10 (uninsured); and,

WHEREAS, the ISO recognizes the same fire insurance rating for areas outside the limits as inside, if those areas are within a five-mile travel distance of one of the City's fire stations, there is available water to the site, and there is an agreement in place to assure response; and,

WHEREAS, the availability of a quick response by a fire department staffed around the clock as supplemented by a County fire department, currently consisting of volunteer/reservists, offers a reduction in homeowners and business property insurance premiums that more than offset the additional taxes that would be collected by establishing a fire district for those properties outside the City, but within the five-mile travel distance of a City fire station; and,

WHEREAS, the City is willing to provide fire suppression services within such an area, and the County has determined that doing so will provide those citizens with a higher level of fire protection at a net reduced cost when insurance premiums and a fire tax district are compared; and,

WHEREAS, the City and County have such a fire district currently in place, and wish to continue it for the duration of this Agreement, or subsequent renewal, as the most cost effective and efficient means of providing fire protection to this area;

NOW, THEREFORE, both parties, City and County, covenant and agree as follows:

-1-

The County has established a special fire tax district, hereinafter referred to as the "Statesboro Fire Tax District" or "SFT District," based upon the five mile driving distance from City fire stations required by the ISO for a property to receive the same ISO rating as provided in the City. The current boundaries of the SFT District are indicated by the area in blue on the map attached hereto as Exhibit A. The SFT District shall be designated upon a map prepared and maintained by the County's GIS Division. The boundaries shall be clearly defined, and the parcels affected coded appropriately so that the SFT District tax can be added to the County's property tax bill for each parcel. The County shall furnish to the City a reasonable number of such maps at no cost. The County agrees to maintain the current SFT District for the duration of this Agreement.

-2-

The money collected from the SFT District tax shall be paid to the City of Statesboro by the 20th day of each month for which tax receipts are collected prior to the beginning of that particular month to pay for the services rendered by the Statesboro Fire Department. The City hereby agrees to establish a Special Revenue Fund, entitled the "Statesboro Fire Services Fund", and shall account for financial activities accordingly. Any funding remaining at fiscal year end shall remain in this fund as fund balance, to be used as necessary in future years.

-3-

The City and County recognize that property taxes are not billed until mid-October, and are not overdue until mid-December of each fiscal year. Consequently the funding to pay for this service will not be immediately available each year. It is agreed by the parties that the City, the County, or some combination thereof, may loan the Statesboro Fire Services Fund the necessary funds each year to cover this temporary cash flow shortage. In that event, each entity shall be entitled to interest on that temporary loan equal to what it would have earned each month on said funds had it been invested in the City's or County's overnight investment accounts. Said interest shall constitute a valid expense of the Statesboro Fire Services Fund. Any funds in the Statesboro Fire Services Fund shall earn monthly the same rate of interest as the City's other overnight investment accounts earn for said month.

-4-

The City and County may jointly amend the boundaries of the SFT District at any time by mutual consent, and shall work together on any proposed expansions of the SFT District in the event that the City considers the addition of a fire station(s). The City shall not construct any additional fire station(s) that would expand the boundaries of the SFT District without the County's prior written approval. In the event the City constructs an additional fire station(s) without the County's prior written approval, the County may, but shall not be obligated to, expand the boundaries of the SFT District. The County shall not construct any fire delivery infrastructure in the SFT District during the term of this Agreement.

-5-

The parties agree that any fees or charges for services such as burning permits, fire code prevention, excessive false alarms, hazardous material spills, or other fire related services, shall be paid into the Statesboro Fire Services Fund to support the fire department's budget.

-6-

The County agrees to use all legal remedies available to a County Tax Commissioner to collect any and all delinquent tax accounts in the SFT District due to the Statesboro Fire Services Fund.

-7-

The Statesboro Fire Department shall provide the same level of suppression response for all calls within the SFT District as it does for identical calls within the City. The Statesboro Fire Department shall respond to all calls within the SFT District based on the accepted practice of triage for fire incidents. The City shall also be designated by the County as the department responsible for the area within the SFT District.

-8-

The City shall investigate the causes of a fire incident within the SFT District in the same manner as it does for any identical fire incident within the City.

-9-

The City and the County will work in good faith to cooperatively develop a fire suppression response plan using water supply methods that are alternative to municipal water supply systems to provide fire suppression in the SFT District.

-10-

The City's Fire Marshal shall be designated by the County as the party responsible for Fire Code and Life Safety Code interpretations and enforcement within the SFT District to assure uniformity of construction standards for fire prevention purposes.

-11-

The City shall provide to the County on a monthly basis a financial report for all activities and transactions for the Statesboro Fire Service Fund in the same manner as it does for the Mayor and City Council of Statesboro.

-12-

As payment for services under this Agreement, the County agrees to levy an ad valorem tax on all taxable property in the SFT District as follows at a millage rate of 1.8 mils for the fiscal year ending June 30, 2010.

The County shall pay the revenue generated from said tax to the City in accordance with the terms of this Agreement, and this shall constitute the sole remuneration from the County to the City for fire suppression services in the SFT District for the duration of this Agreement.

-13-

The City shall provide the County with a proposed budget for the Statesboro Fire Services Fund not later than April 20th of each year, so that the County can review and provide input on it prior to City Council adoption. The parties hereby agree that a Statesboro Fire Services Fund Advisory Committee shall be established, with three representatives appointed by the City and three representatives appointed by the County. The Committee shall review the proposed annual budget, and forward its comments to both governing bodies by June 1st of each year.

-14-

The parties hereby agree that all assets currently used by the Statesboro Fire Department shall remain the property of the City of Statesboro, and any assets purchased in the future from the money in this fund, shall be and remain the sole property of the City of Statesboro. The parties further agree that this service contract is for the use of those assets during the term of this Agreement only.

-15-

Nothing herein shall alter in any manner any agreements for mutual aid response from the Statesboro Fire Department, or any fire department within Bulloch County.

-16-

Written notice required by this Agreement shall be sent to the City Manager on behalf of the City, and to the County Manager on behalf of the County.

-17-

The parties agree to act in good faith to resolve any disputes arising from the interpretation of this Agreement. The parties further agree to use mediation in the event that impasse is reached on any issue. If mediation fails, the parties agree that the matter may be resolved by legal action in the Superior Court of Bulloch County.

-18-

Should any part of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts shall remain in full force and effect unless amended by mutual agreement of the parties.

-19-

This Agreement, as supplemented by the Bulloch County Service Delivery Agreement, constitutes the full agreement between the parties in regard to fire suppression services, and this Agreement may not be amended except by written approval by both parties.

-20-

This Agreement shall be construed and interpreted under the laws of the State of Georgia.

-21-

Both parties covenant and agree that this Agreement shall be effective from the date of this Agreement through June 30, 2010. No provision of this Agreement shall be effective or binding on either of the parties after June 30, 2010. However, the parties agree to negotiate in good faith for the delivery of fire suppression services after June 30, 2010, with a goal of consummating such future agreement by December 31, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

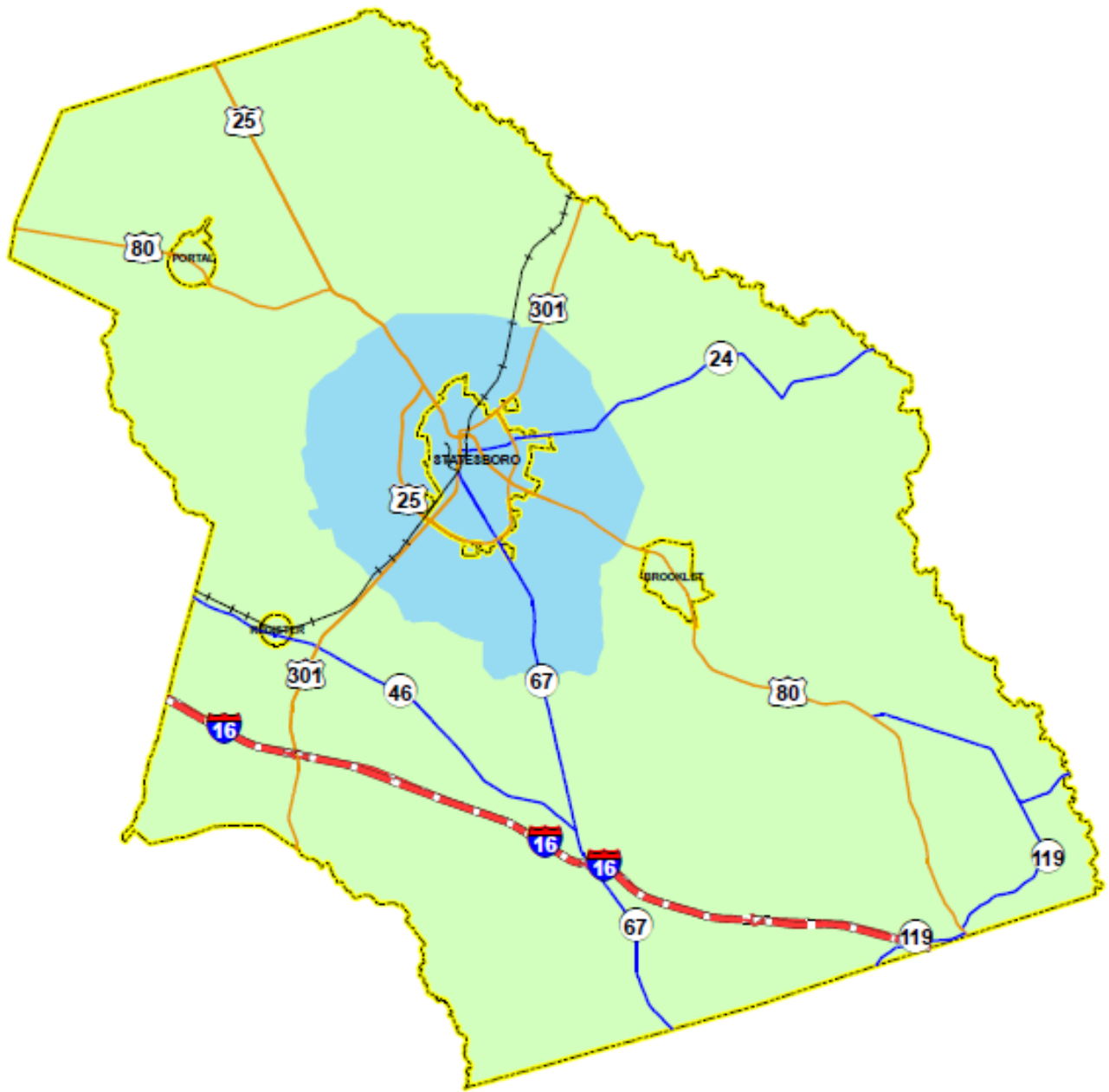
MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: J. Garrett Nevil
J. Garrett Nevil, Chairman

By: William S. Hatcher
William S. Hatcher, Mayor

Attest: M. Fitzgerald
Maggie Fitzgerald, Clerk

Attest: Sue Starling
Sue Starling, Clerk



SERVICE DELIVERY AREAS

- STATESBORO
- BULLOCH COUNTY

**BULLOCH COUNTY
FIRE PROTECTION**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Gas Utility |
|------------------------|-----------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 One or more cities will provide this service within their incorporated boundaries, and the service will not be provided in unincorporated areas: *Service Provider: City of Statesboro*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

| Local Government or Authority | Funding Method |
|-------------------------------|----------------|
| City of Statesboro | General Fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Gas service in Bulloch County is currently provided exclusively by the City of Statesboro. No change in the provision of this service is anticipated, although the County does not preclude its right to provide this service to unincorporated areas in the future. If, in any event, the County does begin providing this service, the County shall not attempt to provide gas services to customers which are at that time being served by Statesboro, Brooklet, Portal, or Register.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Hospital |
|------------------------|--------------------------|

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. *Service provider: Bulloch County*

This service is provided through a contractual agreement between Health Management Associates, a private hospital company, and the Bulloch County Hospital Authority.

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**
- If these conditions will continue under this 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.)

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| | |

4. How will the strategy change the previous arrangement 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:

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

In 1995, Bulloch County sold its hospital. Hospital services are now provided by a private company.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Indigent Defense |
|------------------------|----------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. *Service provider: Bulloch County*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 Yes (if "Yes," you must attach additional documentation as described, below)
 No
 If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Indigent Defense costs are currently provided by the County through the General Fund. This service is provided county wide and will continue to be funded through the County's general fund.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Jails |
|------------------------|-----------------------|

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. *Service provider: Bulloch County*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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 |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |

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

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|----------------------------------|------------------------------------|--|
| Intergovernmental Jail Agreement | City of Statesboro, Bulloch County | July 20, 1993, automatically renews annually without further action of parties |
| Intergovernmental Jail Agreement | Town of Brooklet, Bulloch County | July 1, 1993, automatically renews annually without further action of parties |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Bulloch County owns and operates the only jail currently in service within the county. Bulloch County pays for the operation of the jail through the general fund. The county charges municipalities a per diem for offenders held in the county jail who have been charged with offenses for which a municipal court maintains jurisdiction. This per diem helps to pay for costs associated with housing inmates charged with violating municipal laws. Although municipalities are under no obligation to use the county jail, each municipality in Bulloch County may choose to enter into an agreement with the county to house municipal offenders in the county's facility because of the prohibitive cost to construct additional jails or to send inmates to nearby counties. The county also charges a per diem to other counties to house inmates at the Bulloch County jail. Georgia law allows municipalities to impose a 10% jail add-on fee. Municipalities in Bulloch County may elect to invoke this fee, which ostensibly covers the cost of their per diem reimbursements to the County.

The county provides normal prisoner maintenance services for all "city prisoners" incarcerated at the county jail. Normal prisoner maintenance services include but are not limited to prisoner meals, recreation, and other incidental services. Prior to the adoption of this strategy, the county provided normal prisoner maintenance services for city prisoners at a rate of \$22.50 per day per prisoner. Upon the adoption of this service delivery strategy, the county will increase the per diem charged for municipal offenders to \$25.00 per day. The county has the option of increasing the per diem annually by the same percentage as any increase in the Consumer Price Index (CPI).

STATE OF GEORGIA

COUNTY OF BULLOCH

JAIL CONSTRUCTION AND STAFFING AGREEMENT

THIS AGREEMENT made and entered into this 17 day of March, 1994 by and between Bulloch County, a political subdivision of the State of Georgia, (hereinafter referred to as "County"), and the Mayor and Council of the City of Brooklet, a municipal corporation chartered under the laws of this State, (hereinafter referred to as "City").

WHEREAS, the County and City desire to enter into an agreement to implement the provisions of the "Jail Construction and Staffing Act" (O.C.G.A. § 15-21-90 et. seq.),

NOW THEREFORE, BE IT RESOLVED, that in consideration of the mutual benefits flowing to and from each party, the County and City agree as follows:

1. Obligations of the County

- a. The County shall make the Bulloch County Jail available to the City for incarceration of city prisoners. For the purpose of this Agreement, "Bulloch County Jail" shall not include the Bulloch County Correctional Institute. For purposes of this agreement, City prisoner is defined as a person delivered by the City to the County Jail for incarceration who is charged with an offense for which the Municipal Court of Brooklet maintains jurisdiction and in fact imposes punishment.
- b. The County shall provide normal prisoner maintenance services for all prisoners of the City incarcerated in the County Jail. Normal prisoner maintenance services shall include, but is not limited to, prisoners meals, recreation, routine medical and dental services, and such other incidental services provided by the County Jail to prisoners. Provided, however, the City agrees to reimburse the County as provided in paragraph 2(f) for any and all expenses incurred by the County in providing medical and/or dental services and medication to city prisoners. The County shall provide normal prisoner maintenance services to the City at a rate of \$22.50 per day per prisoner.
- c. All sums collected and paid over to the governing authority of the County, as provided herein, shall be deposited by the County in a special account to be known as the "County Jail Fund."
- d. All monies collected pursuant to this Agreement and placed in the County Jail Fund shall be expended by the governing authority of the County solely and exclusively for constructing, operating and staffing the Bulloch County Jail, or for such other allowable purposes as specified in O.C.G.A. § 15-21-95.

2. Obligations of the City

- a. The City agrees that in every case in which the Courts of the City shall impose a fine there shall be imposed an additional penalty equal to 10% of the fine. For purposes of this agreement the term fine is defined as the monetary penalty imposed without regard to the 10% referred to in this subparagraph.
- b. The City, consistent with paragraph 2(a) above, agrees to increase the amount of bond required by 10% in all cases involving a violation of criminal or traffic law of this State or any ordinance of the City.
- c. The City agrees that in every case in which the Courts of the City shall order the forfeiture of bail or bond, the additional sum of 10% of the original bail or bond shall be paid over to the County as provided in paragraph 2(d).
- d. The City agrees that the sums provided for in paragraph 2(a), (b) and (c) shall be assessed by the Clerk or court officer of the City charged with the duty of collecting fines and forfeited bonds. The 10% surcharge shall be paid over to the County by the tenth (10th) day of the month following the month in which collected.
- e. The City shall deliver its prisoners to the Bulloch County Jail for booking and/or incarceration. The City agrees to abide by the Policies and Procedures of the Bulloch County Jail regarding admission and booking as set forth in that Memorandum dated June 2, 1993 attached hereto as Exhibit "A" as may be amended in the future. The City agrees to provide all transportation for city prisoners to and from the Bulloch County Jail when the attendance of such prisoners is required for any judicial proceedings before the Courts of the City.
- f. The City shall pay the minimum sum of \$22.50 per day per prisoner for its prisoners incarcerated in the Bulloch County Jail. The City shall pay the full per diem rate for any prisoner of the City who is booked in the Bulloch County Jail and is released in less than twenty-four (24) hours. In the event that the funds paid to the County pursuant to the provisions of paragraph 2(d) above are insufficient to cover the \$22.50 per day per prisoner charge, the City shall be liable for such additional sums. Any such additional sums due to the County by the City shall be accounted for and paid for after the close of each calendar year. In January of each year the County shall make an accounting and bill the City for any amounts owed for the preceding calendar year. The City shall pay such additional sums which might be due within ten (10) days of receipt of the accounting and bill from the County.

g. The charge for normal prisoner maintenance services of \$22.50 per day per prisoner shall remain in effect until such time as the County shall notify the City in writing of any proposed change. Any such notice of change in the per day per prisoner rate shall be given at least 90 days prior to the effective date of the change.

3. Suspension of County's Obligation to Accept Prisoners

The County's obligation to accept prisoners of the City shall be suspended for such period of time as the County is prohibited from accepting prisoners in the Bulloch County Jail, pursuant to a valid order of a Court of competent jurisdiction.

4. Termination

The City may terminate this Agreement at any time upon the County's Failure to accept City prisoners in accordance with the terms of this Agreement. The County or City may terminate this agreement if the opposing party fails to comply with any of the terms and conditions of this Agreement. A party may terminate this Agreement by giving the opposing party thirty (30) days written notice prior to the effective date of termination, said notice to be by registered or certified U. S. mail, return receipt requested, postage prepaid. The thirty (30) day period shall be computed from the day of receipt of the communication. Notice to the parties shall be addressed to: Bulloch County Commissioners, P.O. Box 334, Statesboro, Georgia 30458-0334 and to the Mayor of the City of Brooklet, P.O. Box 67, Brooklet, Georgia 30415-0067.

5. Time

Time is of the essence in the performance of this agreement.

6. Agreement Period

This Agreement shall commence for an original term on the first (1st) day of July, 1993 and shall terminate on the thirtieth (30th) day of June, 1994. This Agreement shall automatically renew without further action of the parties for one year periods beginning on the first (1st) day of July and terminating on the thirtieth (30th) day of June of each year following the initial term unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the expiration of the contract term. Said notice shall be by registered or certified U. S. mail, return receipt requested, postage prepaid and as further provided in paragraph four (4) above.

7. Entire Agreement

This Agreement contains all the terms and conditions and represents the entire agreement of the parties and supersedes any pre-existing agreements relating to the use of the Bulloch County Jail by the City. All Amendments to this Agreement shall made in writing and duly executed by the parties. There are no understandings, representations, or agreements, written or otherwise, other than those contained in this Agreement.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed by the proper officers and so attest with their seals.

BOARD OF COMMISSIONERS OF BULLOCH
COUNTY, GEORGIA

BY: _____
CHAIRMAN

ATTEST: _____
CLERK

THE CITY OF BROOKLET

BY: Donald E. Johnson
MAYOR

ATTEST: [Signature]
CITY CLERK

STATE OF GEORGIA

COUNTY OF BULLOCH

JAIL CONSTRUCTION AND STAFFING AGREEMENT

THIS AGREEMENT made and entered into this 20th day of July, 1993, between Bulloch County, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and the Mayor and Council of the City of Statesboro, a municipal corporation chartered under the laws of this State, (hereinafter referred to as "City").

WHEREAS, the County and City desire to enter into an agreement to implement the provisions of the "Jail Construction and Staffing Act" (O.C.G.A. § 1 5-21 -90 et. seq.).

NOW THEREFORE, BE IT RESOLVED that in consideration of the mutual benefits flowing from one party to the other, the County and City agree to the following:

1. Obligations of the County

- a. The County shall make the Bulloch County Jail available to the City for the incarceration of city prisoners. For the purpose of this Agreement, "Bulloch County Jail" shall not include the Bulloch County Correctional Institute.
- b. The County shall provide normal prisoner maintenance services for all prisoners of the City incarcerated in the County Jail. Such normal prisoner maintenance services shall include, but not be limited to, prisoner meals, recreation, routine medical and dental services and such other related incidental prisoner services provided by the Bulloch County Jail for prisoners incarcerated in said jail; provided, however, that the City agrees to reimburse County as provided in paragraph 2(g) below for any all expenses incurred by the County in providing medical or dental services and medication to city prisoners.
- c. All sums collected and paid over to the governing authority of the County, as provided herein, shall be deposited by the County in a special account to be known as the "County Jail Fund".
- d. All monies collected pursuant to this Agreement and placed in the County Jail Fund shall be expended by the governing authority of the County solely and exclusively for constructing, operating and staffing the Bulloch County Jail, or for such other purposes as may be allowed as specified in O.C.G.A. §15-21-95.

2. Obligations of the City

- a. The City agrees that in every case in which Courts of the City shall impose a fine which shall be construed to include costs for any offense against a criminal or traffic law of this State or any ordinance of the City, there shall be imposed an additional penalty in a the sum equal to 10% of the original fine.
- b. The City agrees that at the time of posting bail or bond in any case involving a violation of a criminal or traffic law of this State or any ordinance of the City, an additional sum equal to 10% of the original amount of bail or bond shall be posted.
- c. The City agrees that in every case in which the Courts of the City shall order the forfeiture of bail or bond, the additional sum of 10% of the original bail or bond shall be paid over to the County as provided in paragraph 2(d).
- d. The City agrees that the sums provided for in paragraph 2(a), (b) and (c) shall be assessed and collected by the Clerk or court officer of the City charged with the duty of collecting monies raised a rising from fines and forfeited bonds and shall be paid over to the County by the tenth (10th) day of the month following the month in which sums are collected.
- e. The City shall deliver its prisoners to the Bulloch County Jail for booking and/or incarceration. The City agrees to follow and abide by the provisions of the Policies and Procedures of the Bulloch County Jail regarding admission and booking procedures as promulgated by Memorandum dated June 2, 1993, and as may be amended in the future. In addition, the City agrees to provide all subsequent transportation for city prisoners to and from the Bulloch County Jail when the attendance of such prisoners is required for any judicial proceedings.
- f. The City shall pay the minimum sum of \$22.50 per day for its prisoners incarcerated in the Bulloch County Jail. The City shall pay the full per diem rate for any prisoner of the City who is booked in the Bulloch County Jail and released in less than twenty-four (24) hours. In the event that the funds paid to the County pursuant to the provisions of paragraph 2(d) above are insufficient to cover the \$22.50 per day minimum per diem as provided above, the City shall be liable for such additional sums as may be necessary to increase the funds paid by the City to the County for the services contemplated herein to the sum of \$22.50 per day per incarcerated prisoner. Any such additional funds due by the City to the County for the proceeding quarter shall be paid by the twentieth (20th) day of April, July, October and January. The minimum per diem of \$22.50 per day shall remain in effect until such time as the County notifies the City in writing of the necessity to increase the minimum per diem as provided herein. Any such notice of increase in the minimum per diem by the County shall be given ninety (90) days in advance of the effective date of said increase.

3. Suspension of County's Obligation to Accept Prisoners

The County's obligation to accept prisoners of the City shall be suspended for such period of time as the County is prohibited, pursuant to the order of Court of competent jurisdiction from accepting prisoners in the Bulloch County Jail.

4. Termination

The City may terminate this Agreement at any time upon the County's failure to accept City prisoners in accordance with the terms of this Agreement. The County may terminate this agreement and refuse to accept the city prisoners if the City fails to remit all monies due in a timely manner or fails to comply with the other terms and conditions of this contract. A party wishing to terminate this Agreement pursuant to the terms of this paragraph shall give the other party notification in writing, by certified mail, of such termination ninety (90) days prior to the effective date of termination. Notice shall be mailed returned receipt requested, to the Chairman of the Bulloch County Board of Commissioners in the case of the County, and to the Mayor of the City of Statesboro, in the case of the City.

5. Time

Time is of the essence in the performance of this Agreement.

6. Agreement Period

This Agreement shall commence for an original term on the first (1st) day of July, 1993 and shall terminate on December 31, 1993, provided, however that this Agreement shall automatically renew without further action of the parties for one year periods beginning on January 1 and terminating on December 31 of each of the respective years following the initial term unless either party gives the other party written notice of intent to not renew by certified mail, return receipt requested at least ninety (90) days prior to December 31, 1993 or of any renewal period.

7. Entire Agreement

This Agreement contains all the terms and conditions and represents the entire agreement the parties and supersedes any pre-existed agreements relating to the use of the Bulloch County Jail by prisoners of the City. All alterations of this Agreement shall be invalid unless made by an agreement in writing duly executed by the parties. There are no understandings, representations, or agreements written or oral other than those contained in this Agreement.

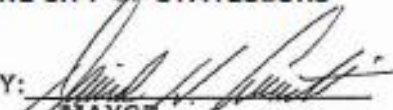
IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed by the proper officers and so attest with their seals.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

BY: 
CHAIRMAN

ATTEST: 
CLERK

MAYOR AND CITY COUNCIL OF
THE CITY OF STATESBORO

BY: 
MAYOR

ATTEST: 
CLERK



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Landfill and Transfer Station |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other.** Service Provider: *The City of Statesboro and Bulloch County jointly fund the operation of the landfill and transfer station, which is a service provided countywide to all residents, and which is funded through tippage fees. The City of Statesboro coordinates the day-to-day administration and operation of the landfill and transfer station.*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | Tippage fees |
| City of Statesboro | Tippage fees |

4. How will the strategy change the previous arrangement 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 |
|-------------------------------------|---|--|
| Waste Supply and Disposal Agreement | City of Statesboro, Bulloch County, The Wayne County Solid Waste Management Authority, Republic Services of Georgia | January 2002 – January 2007 with option to extend to July 2022 |
| Transportation Agreement | City of Statesboro, Bulloch County, Republic Services of Georgia | January 2002 – January 2007 with option to extend to July 2022 |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Statesboro-Bulloch County Landfill was operationally closed in 1997 and the facility is currently in the formal closure process. Opened in 1974 and last used in June, 1997, the 73-acre landfill served all residents of the county and each municipality, as well as Georgia Southern University. The landfill is jointly owned by the City of Statesboro and Bulloch County, and, where allowable, special purpose local option sales tax (SPLOST) dollars are funding its closure. Staff from the City of Statesboro are administering the closure and monitoring procedures.

In 1996, with approval from the State Attorney General, the county and the City of Statesboro entered into an agreement to transfer the community's solid waste to a regional landfill in Wayne County. The 20 year lease agreement specifies that the county will fund the lease of air space in the regional landfill with SPLOST dollars. The County and City of Statesboro also jointly funded the construction of a combination transfer station and recycling processing center, supplemented with sales tax dollars and state grant funds. The geographic area for these services is county wide.

City of Statesboro staff will operate the transfer station while Bulloch County staff will operate the recycling processing center through the County Environmental Management department and solid waste recycling program. It is anticipated that this arrangement for landfill and transfer station services will adequately meet the entire county's needs for many years.

By prior agreement, all allowable capital costs of the landfill and transfer station are paid through the County's Special Purpose Local Option Sales Tax. Operational costs for those facilities are paid through tipage fees, collected and administered by the City of Statesboro. Upon adoption of the service delivery strategy, the city and county will become responsible for the joint development and adoption of the landfill operational and capital budgets. County and City staff will work together to prepare the budget for operation of the landfill. The City will forward to the County a copy of the sales tax budget for city sanitation and the landfill transfer station. The City will provide the County with accounting printouts of landfill transfer station revenue and expense comparisons to budget on a monthly basis. The City will provide the County with a copy of the audit for landfill transfer station revenues and expenses at the end of each fiscal year when the audit is completed. Any revenue over expenditures from the landfill transfer station operations shall be transferred to a capital (reserve) account. Also, funds in the capital account are to be placed in a separate interest bearing account with no disbursement made unless jointly approved by the City and County. The City will also forward all hazardous site funds from the State of Georgia to the County to be applied to SPLOST expenditures.

WASTE SUPPLY AND DISPOSAL AGREEMENT

CITY OF STATESBORO

COUNTY OF BULLOCH

THE WAYNE COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

REPUBLIC SERVICES OF GEORGIA, LIMITED
PARTNERSHIP

JANUARY 2002

Table of Contents

| | | |
|-------|---|----|
| 1. | DEFINITIONS | 6 |
| 2. | CONDITIONS PRECEDENT | 9 |
| 3. | REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CITY AND COUNTY | 10 |
| 3.1. | Existence and Good Standing | 10 |
| 3.2. | Public Interest | 10 |
| 3.3. | Authority | 10 |
| 3.4. | No Litigation, Violations, or Conflicts | 10 |
| 3.5. | Intergovernmental Contract | 11 |
| 3.6. | Cooperation with the Authority and Republic | 11 |
| 3.7. | City's and County's Solid Waste Management Plan | 11 |
| 3.8. | Statements | 12 |
| 3.9. | Receipt of Agreements | 12 |
| 4. | REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE AUTHORITY | 12 |
| 4.1. | Existence and Good Standing | 12 |
| 4.2. | Approval and Authorization | 12 |
| 4.3. | No Litigation | 13 |
| 4.4. | Compliance with Laws | 13 |
| 5. | COVENANT FOR DELIVERY OF SOLID WASTE | 13 |
| 6. | OPERATION OF THE LANDFILL | 15 |
| 7. | RECYCLABLE MATERIALS | 15 |
| 8. | INSPECTION AND REFUSAL OF SOLID AND EXCLUDED WASTE | 16 |
| 9. | ASSURANCE OF DISPOSAL CAPACITY FOR CITY AND COUNTY | 16 |
| 10. | TRANSPORTATION OF WASTE | 16 |
| 10.1. | Generally | 16 |
| 10.2. | Maintenance of Transportation Equipment | 16 |
| 11. | DISPOSAL FEES | 17 |
| 11.1. | Fees for Disposal of Municipal Waste | 17 |
| 11.2. | Fees for Disposal of Special Waste | 18 |
| 11.3. | Fees for Disposal of Sludge | 18 |
| 11.4. | Equipment Maintenance Credit | 18 |
| 11.5. | Payment | 19 |
| 11.6. | Fee Adjustment | 19 |
| 11.7. | Consent to Delegation | 19 |
| 11.8. | Covenant to Budget | 19 |
| 12. | TERM/TERMINATION | 20 |
| 12.1. | Term | 20 |
| 12.2. | Termination by Authority | 20 |
| 12.3. | Termination by the City and County | 22 |
| 13. | INDEMNIFICATION | 23 |
| 13.1. | Indemnification by the Authority | 23 |
| 13.2. | Indemnification by City and County | 24 |
| 14. | DEFAULT REMEDIES | 25 |
| 14.1. | Breach by City and County | 25 |
| 14.2. | Breach by Authority or Operator | 25 |
| 14.3. | Event of Default | 25 |
| 14.4. | Obligation to Cure Breaches | 25 |
| 14.5. | Remedies for Default | 26 |
| 15. | NOTICES | 27 |
| 16. | ASSIGNMENT | 28 |
| 17. | FORCE MAJEURE | 29 |
| 18. | INDEPENDENT CONTRACTOR; NO AGENCY | 30 |
| 19. | SEVERABILITY | 30 |
| 20. | GOVERNING LAW | 31 |
| 21. | ARBITRATION | 31 |
| 22. | BINDING EFFECT | 31 |
| 23. | CONSTRUCTION | 31 |
| 24. | ENTIRE AGREEMENT | 31 |
| 25. | COUNTERPARTS | 32 |
| 26. | FURTHER ASSURANCE | 32 |
| 28. | AUTHORITY OF PARTIES | 32 |

WASTE SUPPLY AND DISPOSAL AGREEMENT

This Waste Supply and Disposal Agreement (the "Agreement") is made and entered into this the 15th day of January, 2002, by and between the City of Statesboro, Georgia, a municipality organized and existing under the laws of the State of Georgia (hereinafter referred to as "Statesboro" or the "City"), Bulloch County, Georgia, a political subdivision organized and existing under the laws of the State of Georgia (hereinafter referred to as "Bulloch County" or the "County") (the City and the County may be collectively referred to as the "City/County"), and the Wayne County Solid Waste Management Authority, a public authority created and existing under laws of the State of Georgia (hereinafter referred to as the "Wayne County Authority" or the "Authority"). Statesboro, Bulloch County and the Authority shall be referred to collectively as the "Parties."

RECITALS

A. Pursuant to a certain Waste Supply and Disposal Agreement between Statesboro, Bulloch County, and the Authority dated June 10, 1996 (the "Superceded Agreement"), Statesboro and Bulloch County currently dispose of their solid waste in the Broadhurst Landfill (the "Landfill"), which is owned by the Authority and operated by Republic Services of Georgia, limited Partnership, a Delaware limited partnership (hereinafter referred to as "Republic" or the "Operator"), and a successor by merger to Broadhurst Environmental, Inc. ("Broadhurst").

B. Pursuant to Georgia law, Statesboro and Bulloch County may contract with the Wayne County Authority for twenty (20) years or more.

4

C. In 1989, 1993 and again in 1997, the electorate in both the City and County approved a Special Purpose Local Option Sales Tax (the "SPLOST"), earmarking certain proceeds from the SPLOST for solid waste disposal. The Georgia Attorney General's Office has advised the County that proceeds from the SPLOST may be used to acquire sanitary landfill space in the Authority's Landfill.

D. Statesboro and Bulloch County constructed and currently operate their own solid waste transfer station in the County located at Lakeview Road in Statesboro, Georgia (the "Transfer Station") and in 1996 entered into the Superceded Agreement with the Wayne County Authority for the long-term transportation and disposal of their solid waste. Statesboro and Bulloch County have since decided it is in their best interests for the Authority to dispose of their solid waste on a long term basis but not for the Authority, pursuant to this Agreement, to transport the same; the parties to this Agreement, therefore, intend for this Agreement to supercede, replace and otherwise terminate their respective rights, duties and obligations under the Superceded Agreement in order to provide for the long term disposal, but not transportation, of Statesboro and Bulloch County solid waste.

E. The Parties understand and agree that upon signing this Agreement: 1) the Superceded Agreement shall be of no force and effect, 2) that the Authority shall be obligated to dispose of solid waste from Statesboro and Bulloch County pursuant to the terms of this Agreement, 3) that neither the Authority or the Operator shall have any obligation under this Agreement and/or the Superceded Agreement to collect, transport or otherwise deliver Statesboro or Bulloch County solid waste from the Transfer Station or elsewhere to the Landfill, and 4) that Statesboro and

5

Bulloch County shall be free to separately contract with any party, including the Authority and/or the Operator, to transport their solid waste to the Landfill as they determine to be in their best interests.

F. Both Statesboro and Bulloch County, after studying their waste disposal options and concluding that it is in their best interests, both economically and environmentally, to consider a long term solution to their solid waste disposal needs, desire and elect to enter into this Agreement with the Authority to deal with their solid waste disposal needs on a long term basis.

NOW, THEREFORE, in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The capitalized terms in this Agreement shall have the same definition as specified in the Operations Agreement (as defined herein), unless otherwise defined below:

"CPI" shall mean the Consumer Price Index for all Urban Consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics.

"C&D Waste" shall mean non-putrescible construction and demolition debris materials, and as otherwise defined in Chapter 391-3-4 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division ("EPD").

"City/County Solid Waste" shall mean Solid Waste generated entering into, or otherwise collected within the City's and County's geographic boundaries, but excluding any materials which the City and County may elect to remove and recycle.

"Effective Date" shall mean July 1, 2001.

“Excluded Waste” shall mean highly flammable substances, Hazardous Waste (as defined herein), liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, oil, petroleum, or any other waste excluded by an applicable environmental law or regulation excluded by any of the terms and conditions of any permits, licenses, or approvals obtained with respect to the operation of the Landfill. This term shall also include such other waste material which the Operator finds to pose an unreasonable risk or danger to the operation or safety of the Landfill or the environment.

“Force Majeure” shall mean any act, event or condition reasonably relied upon by the City, the County, the Authority, or the Operator as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of the City, the County, the Authority, or the Operator under this Agreement, which act, event or condition is beyond the reasonable control of the City, the County, the Authority, or the Operator, or its agents relying thereon, including, without limitation, those acts, events, or conditions listed under the definition of “Force Majeure” in the Operations Agreement, which are incorporated herein by reference, and any order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act or ally federal, state, county or local court, administrative agency, or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than twenty (20) years or which otherwise materially affects the agreement of the parties herein.

“Hazardous Waste” shall mean all materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or any other agency pursuant to the Resource Conservation and Recovery Act, all current and future amendments to that Act, and all regulations promulgated thereunder.

“Municipal Waste” shall mean discarded putrescible and non-putrescible waste, including, without limitation; garbage, refuse, trash and other discarded materials of the type which are typically found in household; commercial or municipal refuse, whether such materials are from residential, commercial, institutional or industrial sources, but shall not include Special Waste or Excluded Waste.

“Operations Agreement” shall mean the Amended and Restated Operations Agreement regarding the operation of the Landfill entered into on January 10, 1994, between the Authority and Addington Environmental, Inc., which agreement was subsequently assigned to the Operator.

“Operator” shall mean Republic Services of Georgia, Limited Partnership, which is a wholly-owned subsidiary of Republic Services, Inc.

“Solid Waste” shall mean Municipal Waste and Special Waste (as hereinafter defined), collectively, but shall not include Excluded Waste.

“Special Waste” shall mean any discarded waste materials other than those which are typically found in household, commercial or municipal refuse, including, without limitation, materials such as industrial waste, C & D Waste, institutional waste, sludge, animal manure, residue from incineration, food processing wastes, dredging

wastes, tires and asbestos, or waste which requires special or exceptional handling or approval form EPD, but shall not include Municipal Waste or Excluded Waste.

“SPLOST” shall mean any Special Purpose Local Option Sales Tax approved by referendum, either in the past or in the future, earmarking proceeds for solid waste disposal.

“Term” shall mean any and all Renewal Terms, as hereinafter defined, together with the Initial Term, as hereinafter defined.

“Ton” shall mean 2,000 pounds.

2. CONDITIONS PRECEDENT. The City, the County and the Authority agree that the following requirements are conditions precedent to the Authority’s and the Operator’s performance under the Agreement:

(a) the conditions precedent set out in Section 2 of the Operations Agreement, which are hereby incorporated herein by reference;

(b) the satisfaction by the City and the County of all of their agreements and obligations contained in this Agreement; and

(c) unless already obtained and/or not applicable, approval by the appropriate Georgia regulatory agency of an amendment to the Statesboro/Bulloch County Multi-Jurisdictional Solid Waste Plan, authorizing the delivery to and long-term disposal of City and County Solid Waste in a land located outside of Bulloch County.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CITY AND COUNTY. The City and the County represent, warrant and agree as follows:

3.1. Existence and Good Standing. The City and the County are and will continue to be throughout the term hereof duly organized and existing as political subdivisions and/or units in good standing under the laws of the State of Georgia.

3.2. Public Interest. The City and the County have determined, after due deliberation, that it is in the public interest of the citizens of the City and the County to enter into this Agreement to provide for the effective, long term disposal of Solid Waste generated by its residents, businesses, and industries.

3.3. Authority. The City and the County have full power and authority to enter into this Agreement and to fully perform all of their duties and obligations hereunder. This Agreement and the City's and County's performance of all of their duties and obligations contained herein have, by proper action, been duly authorized, executed and delivered by the City and County and its governing officials, and all steps necessary have been taken to constitute this agreement a valid and legally binding obligation of the City and the County, enforceable in accordance with its terms.

3.4. No Litigation, Violations, or Conflicts. The City and the County acknowledge that there is no action, suit or proceeding pending or, to the best of the City's or County's knowledge and belief, threatened against or affecting the City or County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, and that the execution, delivery and performance of this

10

Agreement by the City and County will not result in a violation of or be in conflict with any provision of any Constitution, law, resolution, ordinance, agreement, instrument, judgment, decree, order, rule or government regulation to which City or County is a party or by which City or County or any of their assets are bound.

3.5. Intergovernmental Contract. The City and County acknowledge that this Agreement is an intergovernmental contract pursuant to Georgia law, and the City's and County's obligations under this Agreement shall be binding upon all future City and County boards and/or similar governing bodies with jurisdiction over the matters set forth herein during the term of this Agreement. The City and County are authorized to make all necessary appropriations and take all necessary actions to meet these obligations.

3.6. Cooperation with the Authority and Operator. The City and County agree to cooperate with the Authority and the Operator in connection with all activities and actions necessary for the disposal of all City/County Solid Waste at the Landfill beginning on the Effective Date. During the Term the City and the County agree to provide the Authority and the Operator with the names and addresses of all companies, persons and other entities which will be delivering City/County Solid Waste to the Landfill on behalf of the City and/or the County and shall supply all other information reasonably necessary for the Operator to verify that Solid Waste delivered to the Landfill for disposal is subject to the terms of this Agreement, including identifying markings on vehicles:

3.7. City's and County's Solid Waste Management Plan. The City and County agree that any solid waste management plan in existence, which they develop

11

or in which they are included, and any future solid waste plans or amendments in which the City or County is included or is a party, shall incorporate and implement the terms and goals of this Agreement and the City's and County's rights and obligations hereunder with respect to use of the Landfill.

3.8. Statements. No statement, information, representation, or warranty of the City and County contained in this Agreement or furnished by or on behalf of the City and County in connection with the transaction contemplated in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

3.9. Receipt of Agreements. The City and County acknowledge that, prior to execution of this Agreement by the City's and County's authorized representatives, the City and County have received and read to the extent deemed necessary an accurate and complete copy of the Operations Agreement.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE AUTHORITY. The Authority represents and warrants as follows:

4.1. Existence and Good Standing. The Authority has been duly created and will continue to be throughout the term hereof validly existing in good standing under the laws of the State of Georgia.

4.2. Approval and Authorization. The Authority has the requisite power and authority to enter into this Agreement. The Authority's execution and delivery of this Agreement and the Authority's performance of all of its duties and obligations contained herein have been duly authorized by all necessary action on the part of the

12

Authority's Board of Directors and is enforceable against the Authority in accordance with its terms.

4.3. No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of the Authority, threatened against, or affecting the Authority at law or in equity or before or by any federal, state, municipal, or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein.

4.4. Compliance with Laws. The Authority covenants and agrees that the operation of the Landfill will comply, in all material respects, with any and all federal, state, and local laws and regulations applicable to the operation of the Landfill for the disposal of Solid Waste.

5. COVENANT FOR DELIVERY OF SOLID WASTE. The parties agree that, for the term of this Agreement, the Landfill shall be the exclusive Solid Waste disposal facility used by the City and the County for the disposal of City/County Solid Waste. The City and County covenant and agree that, to the extent allowed by State or Federal law, they will deliver or cause to be delivered to the Landfill for disposal all City/County Solid Waste. To the extent necessary to fulfill this covenant, the City and County agree that they will take all available action, administrative, legislative or judicial, including the adoption of all necessary waste plans, ordinances or resolutions, to cause City/County Solid Waste to be delivered to the Landfill. In the event the City or County provide by bid, franchise, contract or otherwise for the collection of City/County Solid Waste the City and/or County shall, as a condition of any such bid, franchise, or contract, require that all City/County Solid Waste collected be ultimately disposed of in the landfill. The

13

City and County agree that they will maintain in operation the Transfer Station located within the County for the acceptance of City/County Solid Waste and that all City/County Solid Waste delivered to the Transfer Station shall be transported to the Landfill for disposal. The City and County agree that they will exclusively use the landfill for disposal of City/County Solid Waste, and agree not to contract during the term of this Agreement with any other Person or entity for the disposal of City/County Solid Waste. The City and County further agree not to establish, contract, or operate, nor consent to the establishment, construction, or operation, of any facility within the County offering the same or similar services as the Landfill. Notwithstanding any provision in this subsection or elsewhere in this Agreement, the City and County shall not be required to deliver or cause to be delivered to the Landfill any recyclables which the City or County may elect to remove from City/County Solid Waste for recycling provided, however, that residue from any such recyclables remaining after processing shall be delivered by the City and/or the County to the Landfill for disposal as City/County Solid Waste. Statesboro and Bulloch County shall retain title to the Solid Waste referenced above until such time as the Landfill accepts such Solid Waste for disposal. It is expressly agreed that "recyclables" as used above shall include natural "yard waste", such as grass clippings, leaves, brush and similar items such as tree limbs, in addition to traditional "recyclable materials" such as plastic, metal, tin, aluminum, clear and colored glass, newsprint, magazines, corrugated cardboard, chipboard, white and colored paper, office paper and similar materials which are capable of being reused or processed, and are commonly processed at recycling facilities into a form economically suitable for reuse through reprocessing or remanufacturing.

14

6. OPERATION OF THE LANDFILL. The City and County acknowledge and agree that the Landfill is operated by the Operator in cooperation with the Authority, in accordance with the terms of the Operations Agreement, which governs the development, construction, operation and maintenance of the Landfill. It is agreed by the parties that the Operator (as the operator of the Landfill and the Authority's agent to the extent provided by the applicable laws of the State of Georgia) shall be a third party beneficiary of the rights granted the Authority under this Agreement and shall be entitled to enforce said rights, and, likewise, the Operator shall perform the Authority's obligations under this Agreement pertaining to the disposal of the City/County Solid Waste, in accordance with the terms of the Operations Agreement. The Landfill shall be operated in all respects in accordance and in compliance with the terms of the Operations Agreement and in compliance with all permits for the Landfill and all applicable state and federal laws and regulations with respect to the operation, monitoring, maintenance, closure and post-closure care of, and required financial assurance for, the Landfill.

7. RECYCLABLE MATERIALS. The Operator may, but is not obligated to, remove recyclables from Solid Waste received at the Landfill. In the event the Operator elects to remove recyclables, the Operator shall be entitled to retain all revenues, if any, derived from the sale of such recyclables. The Operator shall, if requested, provide the City and the County with any records pertaining to the amount of recyclables removed from the Solid Waste. Nothing shall prevent the City and County from removing recyclables for recycling from the Solid Waste before it is delivered to the Landfill

15

provided, however, that all residue remaining after processing such recyclables shall be disposed of at the Landfill.

8. INSPECTION AND REFUSAL OF SOLID AND EXCLUDED WASTE. The Operator may inspect the City/County Solid Waste delivered to the Landfill before accepting such waste. The Operator may conduct such inspections at the Landfill. The parties will cooperate in training their respective employees and agents to help ensure Excluded Waste is not delivered to the Landfill. In the event that the Operator detects any Excluded Waste, the party delivering such waste

shall be responsible for its removal and all costs associated with its removal from the Landfill and disposal at a facility authorized by the State of Georgia to accept such waste.

9. ASSURANCE OF DISPOSAL CAPACITY FOR CITY AND COUNTY. The Authority agrees, subject to the terms hereof and the terms of the Operations Agreement, that the Landfill will provide to the City and the County, during the Term of this Agreement, adequate capacity for disposal of all of the City/County Solid Waste.

10. TRANSPORTATION OF WASTE.

10.1. Generally. The City and the County agree to transport to, or arrange for the transportation to, the Landfill of all Solid Waste delivered to the Transfer Station and of all other City/County Solid Waste. The City and the County shall be solely responsible for all aspects of such transportation of the Solid Waste. The City and/or the County may provide for the transportation of the Solid Waste to the Landfill pursuant to a separate solid waste transportation agreement(s).

10.2. Maintenance of Transportation Equipment. The City and County agree that all vehicles and equipment used to transport Solid Waste from the Transfer

16

Station to the Landfill shall be road-worthy and in good condition and repair, and the County agree that, in the operation of the Transfer Station and the collection of Solid Waste and transportation of the same to the Landfill, the City and County will comply in all material respects with any and all federal, state and local laws applicable to such activities, subject to the City's and County's rights to contest in good faith the interpretation, application and enforcement of any such laws.

11. DISPOSAL FEES.

11.1. Fees for Disposal of Municipal Waste. The City and the County shall acquire disposal capacity in the Landfill as a capital expenditure for the disposal of Municipal Waste. The disposal fee for the first twelve (12) months following the Effective Date for all Municipal Waste generated in, entering into, or otherwise collected within the City's and County's boundaries and delivered to the Landfill for disposal pursuant to this Agreement shall be \$11.40 per cubic yard of disposal capacity in the Landfill purchased for the disposal of Municipal Waste ("Municipal Waste Disposal Fee"). The amount of disposal capacity purchased shall be calculated by dividing the tonnage of Municipal Waste by sixty percent (60%). (Note: Based on this formula, the Municipal Waste Disposal Fee of \$11.40 per cubic yard of disposal capacity is equivalent to a fee of \$19.00 per ton of Municipal Waste.) After twelve (12) months from the Effective Date, the Municipal Waste Disposal Fee shall be determined pursuant to Section 11.6 of this Agreement. For billing purposes, the invoices submitted by the Operator to the City and County shall show the number of tons of Municipal Waste disposed of in the Landfill, the conversion of tons to cubic yards of disposal

17

capacity in the Landfill, and the amount due based on a disposal fee of \$11.40 per cubic yard of disposal capacity purchased.

11.2. Fees for Disposal of Special Waste. The fee for Special Waste, not including waste water treatment plant sludge generated in Statesboro or Bulloch County ("Sludge"), that is disposed of in the Landfill shall be established at the discretion of the Authority and the Operator, after consultation with the City or County, and after taking into consideration the weight, compaction, handling, market rates and management of a particular Special Waste. It is understood by the parties and the Operator that the fee for Special Waste may in some instance be higher and some instance lower than the fee for Municipal Waste.

11.3. Fees for Disposal of Sludge. The fee for the first twelve (12) months following the Effective Date for disposal of Sludge in the Landfill pursuant to this Agreement shall be \$22.00 per Ton. After twelve (12) months from the Effective Date, the fee for disposing of Sludge in the Landfill shall be determined pursuant to Section 11.6 of this Agreement. It is expressly agreed by the Parties and the Operator, that the City and County shall have the right to dispose of Sludge at a location other than the Landfill, provided, however, that the total cost of transportation and disposal of the Sludge at a location other than the Landfill is materially less than the total cost of transportation and disposal of such Sludge in the landfill.

11.4. Equipment Maintenance Credit. The Authority and the Operator agree to provide a monthly equipment maintenance credit to the City and the County for any disposal fees that become due and payable pursuant to this Agreement. The credit

18

will be in the monthly amount of 1/12 of \$40,000, and will remain in effect for the first twelve (12) months of this Agreement.

11.5. Payment. No later than the 15th day of each month, the Operator shall invoice the City and County for all City/County Solid Waste disposed of in the Landfill during the previous month. The City and County shall pay the invoice no later than the 30th day of the month in which it was received. It is understood between the parties and the Operator

that payment for the disposal of City/County Solid Waste in the Landfill will be made by the City pursuant to an Agreement between the County and the City.

11.6. Fee Adjustment. The fees specified in Section 11 shall be adjusted in accordance with the terms of Schedule A, which is attached hereto and incorporated herein by reference.

11.7. Consent to Delegation. To simplify and make more efficient the payment provisions set forth in this Section, the City and County agree to the Authority's delegation its rights and obligations set forth in this Section to the Operator and, similarly, the City and County agree that their duties and obligations under this Section shall run to the Operator. Accordingly, Section 11 shall be administered as if the term "Operator" were substituted for "Authority."

11.8. Covenant to Budget. The City and County covenant and agree that following the Effective Date and during the Term of this Agreement, the City and County will cause the budget officers of the City and County to take such action (or cause the same to be taken) as may be necessary or desirable to assure the appropriation of an

19

amount sufficient to make the payments due hereunder during each fiscal year of the City and County.

12. TERMINATION:

12.1. Term. Subject to earlier termination under the provisions hereof, the Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the Effective Date (the "Initial Term"). The City and the County may extend this Agreement for five (5) additional terms of three (3) years each ("Renewal Term"), commencing upon the expiration of the Initial Term. This Agreement shall automatically renew for each Renewal Term unless the City and the County give written notice of their intent not to renew the Agreement at least one hundred and eighty (180) days prior to the expiration of the Initial Term or of any Renewal Term, as the case may be ("Non-Renewal Notice").

12.2. Termination by Authority. It is mutually understood and agreed that the Authority, or the Authority upon written request from the Operator, may, but is not obligated to, upon written notice to the City and County, terminate this Agreement in any of the following events:

(a) Any one or more of the conditions precedent to the Authority's or the Operator's obligations under this Agreement are not satisfied;

(b) An event of Force Majeure occurs and continues unabated for a period of thirty (30) days which, in the discretion of the Operator, renders any expansion to, or the operation or maintenance of, the landfill infeasible for any reason;

(c) A breach or default of this Agreement is committed by the City and/or the County, including, but not limited to, a breach or default pursuant to Section 14

20

below. The City and County must be provided thirty (30) days notice of termination if termination is based on a breach by the City and/or the County of the terms of this Agreement (as provided in Section 14) or on an event of Force Majeure; provided, however, that if such breach is cured or the event terminates within the thirty (30) day period, or if the City and County provide financial or other assurances satisfactory to the Authority and the Operator within the thirty (30) day period which, in the discretion of the Operator, renders the transportation of all City/County Solid Waste to the Landfill for disposal feasible despite such breach or Force Majeure event, the notice of termination will be of no effect and this Agreement will remain in full force and effect. Notwithstanding the above, if the City and/or the County repeatedly breach this Agreement by failing to deliver, or have delivered, City/County Solid Waste to the Landfill for disposal or by repeatedly failing to make payment when due under the terms of this Agreement, the Authority or the Operator may terminate this Agreement on thirty (30) days notice without regard to any cure of such breach by the City and County. For purposes of this provision, "repeated breach" means failure to deliver to the landfill for disposal Solid Waste as provided above or to make the payment for that tonnage three (3) times during any consecutive twelve (12) month period; or

(d) If for any reason the Operations Agreement is terminated or the a Operator shall otherwise cease to operate the Landfill for any reason, including any uncured event of default for any reason set out in Sections 17.2(i) or 17.2(ii) of the Operations Agreement, the authority shall thereupon have the right, but shall not be required, to terminate this Agreement and all of the Authority's obligations hereunder, upon sixty (60) days written notice to the City and County, and without any further

21

obligation to the City and County. In such event, the City and County agree that any claim which the City and County might then have arising from the operation of the Landfill may be asserted only against the Operator and not against the Authority, unless such claim arises from a negligent or willful act or omission or breach of this Agreement directly by the Authority itself or from a situation beyond the control of the Operator. In the event that the landfill is closed and unable to accept Solid Waste from any source, the sixty (60) day notice provision in this subsection shall not be applicable and the Authority may terminate this Agreement at such time as the Landfill is unable to accept Solid Waste.

12.3. Termination by the City and County. It is mutually understood and agreed that the City and County may, but are not obligated to, upon written notice to the Authority or the Operator, terminate this Agreement in any of the following events:

(a) Any one or more of the conditions precedent to the City's and County's obligations under this Agreement are not satisfied;

(b) An event of Force Majeure occurs and continues unabated for a period of thirty (30) days and which, in the discretion of the City and County, renders the transportation of City/County Solid Waste to the Landfill impossible for any reason; or

(c) A breach or default of this Agreement is committed by the Authority or Operator, including a breach or default pursuant to Section 14 below. The Authority or the Operator must be provided thirty (30) days notice of termination if termination is based on a breach by the Authority or Operator of the terms of this Agreement (as provided in Section 14) or on an event of Force Majeure; provided, however, that if such breach is cured or the event terminates within the thirty (30) days, of if the Authority or

22

Operator provides assurance satisfactory to the City and County within the thirty (30) day period which, in the discretion of the City and County renders the Landfill able to accept City/County Solid Waste for disposal despite such breach or Force Majeure event, the notice of termination will be of no effect and this Agreement will remain in full force and effect. Notwithstanding the above, if the Authority or the Operator repeatedly breaches this Agreement by failing to perform its obligations in good faith, the City and County may terminate this Agreement on thirty (30) days notice without any cure of such breach by the Authority or the Operator: For purposes of this provision, "repeated breach," means failure to accept clearly identified City/County Solid Waste delivered to the Landfill for disposal three (3) times during any consecutive twelve (12) month period.

13. INDEMNIFICATION:

13. Indemnification by the Authority. The Authority agrees to indemnify and hold harmless the City, its Mayor, council members, officers and employees, and the County, its Commissioners, officers and employees, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) (hereinafter referred to as "Indemnified Costs") resulting from a breach by the Authority of any of the agreements, representations or warranties of the Authority contained in this Agreement, or caused by or resulting from any negligent or willful act or omission of the Operator, its agents or employees, in connection with the Operator's operation of the Landfill. The Authority shall not indemnify the City or County or any of their officers or employees from any Indemnified Costs to the extent caused by or resulting from any

23

negligent or willful act or omission of the City and County or any of their officers, employees, agents, or contractor, any breach by the City and County of any agreement, representation, or warranty of the City and County contained in this Agreement, or any act or omission of any user of or any third party at the Landfill. The indemnity obligation of the Authority under this Section shall survive the expiration or termination of this Agreement, subject to any applicable statute of limitations.

13.2. Indemnification by City and County. The City and County agree to indemnify, defend, and save harmless the Authority and the Operator (and their officers, directors, employees, successors and assigns) from any Indemnified Costs caused by or resulting from any negligent or willful act or omission of the City and County, their officers, employees, agents or contractors or resulting from the breach by the City and County of any of the agreements, representations or warranties of the City and County contained in this Agreement. The City and County shall not indemnify the Authority or the Operator (or their officers; directors or employees) from Indemnified Costs to me extent by or resulting from any negligent or willful act or omission of the Authority or the Operator, or their officers, directors, employees, agents or contractors including, without limitation, any such act or omission in connection with the operation of the Landfill, or any breach by the Authority of any agreement, representation or warranty of the Authority contained in this Agreement. The indemnity obligations of the City and County under this Section shall survive the expiration or termination of this Agreement, subject to any applicable statute of limitations.

24

14. DEFAULT REMEDIES:

14.1. Breach by City and County. A breach of this Agreement by the City and/or the County shall mean a material failure to comply with any of the material provisions of this Agreement (specifically including, but not limited to, a failure by the City and County to deliver or cause to be delivered all City/County Solid Waste to the Landfill or to make the payments as required by this Agreement).

14.2. Breach by Authority or Operator. A breach of this Agreement by the Authority, or by the Operator as the Authority's agent and the operator of the Landfill, shall mean a material failure to comply with any of the material

57

provisions of this Agreement, including, but not limited to, a failure by the Authority or the Operator to (i) comply, in all material respects, with any and all federal, state, and local laws and regulations applicable to the construction, operation, monitoring, and maintenance of the Landfill, (ii) comply with the terms of the Operations Agreement, including compliance with all permits for the Landfill, and (iii) provide to the City and the County, during the term of this Agreement, adequate capacity at the Landfill to fulfill the Authority's duties and obligations under this Agreement.

14.3. Event of Default. An event of default shall mean a material breach of an obligation set forth in this Agreement either by the City and County or by the Authority, or by the Operator as the Authority's agent and the operator or the Landfill, which breach is not cured pursuant to Section 14.4 hereof.

14.4. Obligation to Cure Breaches. Each party shall in the case of any breach of its obligations under this Agreement either (a) cure the breach within thirty (30) days of receipt of written notice from the non-breaching party, or (b) continuously

25

demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach; provided, however, that, in the event of the failure of any party to this Agreement to pay the other party or parties or the Operator any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the maximum legal rate from the date the payment was due.

14.5. Remedies for Default.

(a) In the event of a default under this Agreement, the non-defaulting party shall, upon five (5) days prior written notice to the defaulting party, have the right (but not the obligation or duty) to cure such default at the expense of the defaulting party, including, but not limited to, the right to offset the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement. In any event, such costs shall be considered Indemnified Costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.

(b) If an event of default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement.

(c) Notwithstanding any other provision in this Section and in recognition of the gravity and scope of the subject matter of this Agreement, the parties agree that,

26

Notwithstanding the provisions for breach, cure, and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent thirty (30) days prior written notice of termination to the defaulting party. Such notice of termination shall be subsequent to earlier notice of breach and failure to cure (or take steps to cure) the subject breach. If the event of default is cured within thirty (30) days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.

(d) The rights and remedies under this Agreement are the sole remedies available to the parties and are cumulative, and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies.

15. NOTICES: All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or sent by overnight delivery, or, registered or certified United States mail, return receipt requested, properly addressed as follows:

To the City:

City of Statesboro
Attention: City Manager
P.O. Box 348
Statesboro, Georgia 30459

To the County:

Bulloch County
Attention: County Manager
P.O. Box 347
Statesboro, Georgia 30459

To the Authority:

Wayne County Solid Waste
Management Authority
Attention: Chairman
P.O. Box 111
Odum, Georgia 31555

To Republic/Operator:

Republic Services of Georgia, Limited Partnership
P.O. Box 278
Screven, GA 31560-0278

With A Copy to:

Republic Services, Inc.
110 Southeast 6th Street
28th Floor:
Fort Lauderdale, FL 33301
Attn: General Counsel

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third regular business day following the day on which such notice or other communication is deposited with a United States post office or branch post office or upon actual delivery as shown by the return receipt, whichever first occurs. All notices or other communication under this Agreement delivered by any of the Parties shall be simultaneously delivered to Operator as set forth above pursuant to the terms of this Section 15.

16. ASSIGNMENT: Neither the City and County nor the Authority shall assign, transfer, or delegate, or permit the assignment, transfer, or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other and of the Operator, which consent shall not be unreasonably withheld. Notwithstanding the above, it is agreed that the Authority may assign its rights under this Agreement in connection with any bond issue or other financing related to the Landfill. Further, the Operation may assign its rights and duties to a wholly-owned subsidiary without the consent of either the City and County or the Authority, but with

written notice to both, and in such event said assignee shall become "the Operator" as defined herein; provided, however, that Republic Services of Georgia, Limited Partnership shall not by reason of such assignment be relieved of any of its obligations hereunder. It is further agreed that, if allowed by applicable law, the Authority may assign this Agreement in its entirety and its rights and obligations hereunder to the Operator, with the prior written consent of the City and County, which shall not be unreasonably delayed or withheld.

17. FORCE MAJEURE: In the event the City and County, or the Authority or the Operator is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of the obligations applicable to them under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of the Authority and the Operator, or of the City and County, as the case may be, may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that the Authority, the Operator, or the City and County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the other party to this agreement or the Operator shall be notified as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure materially and adversely increases the cost of expansion, operation, or maintenance of the landfill, the Authority may, in addition to its other remedies, request the consent of the City and County to increase the fees specified in Section 11 hereof to the extent necessary to offset the increase in such cost

of expansion, operation or maintenance, taking into account fees paid by other users of the Landfill, which consent shall not be unreasonably withheld.

18. INDEPENDENT CONTRACTOR; NO AGENCY: The Authority and the Operator will act at all times and in all respects as independent contractors and not as agents of the City and County. Similarly, the City and County are neither agents of the Authority or of the Operator and are not empowered or authorized to obligate the Authority or the Operator in any way.

19. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal, or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause, or provision as similar in terms to such invalid, illegal, or

unenforceable term, clause, or provision as may be possible and valid, legal, or enforceable. Notwithstanding the above, (a) if the City's and County's obligations under Section 5 hereof shall be held invalid or unenforceable in any respect, then the Authority or the Operator, upon prior written notice to the Authority, may (but is not obligated to) terminate this Agreement, and (b) if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then, at the election of the Authority and the Operator, this Agreement shall not terminate, but the term hereof shall

30

automatically be the maximum valid and legal term allowed by applicable common or statutory law.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

21. ARBITRATION: All claims or disputes arising between the parties to this Agreement which relate to this Agreement or breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be given in writing to the other party and to the American Arbitration Association in Atlanta, Georgia, and shall be made within a reasonable time after the dispute has arisen. All proceedings or evidentiary hearings held as part of the arbitration process shall take place in Wayne County, Georgia, at a mutually acceptable location. This provision to arbitrate shall be specifically enforceable by the party seeking arbitration. The award rendered by the arbitrator(s) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction.

22. BINDING EFFECT: This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

23. CONSTRUCTION: This Agreement is the result of joint negotiations and authorship, and no part of this Agreement shall be construed as the product of any one of the parties hereto.

24. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the City and County and the Authority, and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, between such

31

parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

25. COUNTERPARTS: This Agreement may be executed in two counterparts, each of which will be considered an original.

26. FURTHER ASSURANCE: The parties represent to one another that they have entered into this Agreement in good faith and in a spirit of mutual cooperation and, by the execution of this Agreement, pledge their continued cooperation and support of the goals of this undertaking, which is intended to provide a long-range solution for the disposal of Solid Waste generated within the City and County. The parties each agree to enter into such amendments or addendums to this Agreement as shall be reasonably necessary to carry out the purposes of this Agreement. In addition, it is understood and agreed by the parties that any terms and conditions contained in this Agreement that may be found to be in conflict with terms and language contained in any bond documents to finance the acquisition and construction of the Landfill will be modified by the parties to comply with the requirements in the bond documents. The parties agree to resolve such conflicts should they arise and to do so without changing the intent of the provisions contained in this Agreement.

27. AUTHORITY OF PARTIES: The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

32

IN WITNESS WHEREOF, the City, the County and the Authority have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

By: Judy M. McCable
Its: City Clerk

CITY OF STATESBORO, GEORGIA

By: Willie Statton
Its: Mayor

A TEST:

By: Evlyn K. Wilson
Its: County Clerk

BULLOCH COUNTY, GEORGIA

By: [Signature]
Its: Chairman

ATTEST:

By: Nancy Jones
Its: County Administrator

WAYNE COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

By: [Signature]
Its: Chairman

178612.3

SCHEDULE A

On July 1, 2002, and on the first day of July of each year thereafter for the duration of this Agreement, seventy-eight percent (78%) of the fees provided for in Section 11 of this Agreement shall be adjusted in accordance with the following computation:

Step 1: $\text{CPI: April of Current Year} - \text{CPI: Previous April} = \text{Index Point Difference}$

Step 2: $\text{Index Point Difference} \times 100 = \text{Percentage Change}$

Step 3: $\text{Percentage Change} \times \text{Fees} = \text{Fee Change}$

Step 4: $\text{Fees} \pm \text{Fees Change} = \text{Adjusted Fees}$

Operator shall by June 1 of each year perform this calculation and advise the City and County of any adjustments in the Fees. The adjustment shall not exceed 4.0% in any year.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK. TO EXECUTE THE "ASSIGNMENT AND ASSUMPTION OF TRANSPORTATION AGREEMENT", DATED JANUARY, 2002

THAT WHEREAS, the City of Statesboro and Bulloch County jointly own and operate a solid waste transfer station that collects solid waste from throughout Bulloch County; and

WHEREAS, the City and County currently have a contract with the Wayne County Solid Waste Management Authority, which contracts with Republic Services of Georgia, LP, to administer, which provides for transportation and disposal of this solid waste in the Wayne County Landfill; and

WHEREAS, the parties have renegotiated said contract, and desire to enter into that amended contract for solid waste disposal; and

WHEREAS, the parties further desire that the transportation should be contracted directly between the City and County, and the company contracted by Republic Services of Georgia, LP to provide the transportation; and Republic and the transportation company, Webb Brothers, Inc., are willing to assign said contract to the City and County to accomplish that purpose.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Statesboro the document attached hereto and incorporated into this Resolution, entitled "Assignment and Assumption of Transportation Agreement", dated January, 2002;

Section 2. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 15th day of January, 2002.

City of Statesboro, Georgia


By: William S. Hatcher, Mayor


Attest: Judy M. McCorkle, City Clerk

ASSIGNMENT AND ASSUMPTION OF TRANSPORTATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TRANSPORTATION AGREEMENT (this "Assignment and Assumption"), dated as of this 15th day of January, 2002, by and between REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP, a Delaware limited partnership and a successor by merger to BROADHURST ENVIRONMENTAL, INC, formerly a Kentucky Corporation authorized to do business in the State of Georgia, as assignor (the "Assignor"); the CITY OF STATESBORO, GEORGIA, a municipality organized and existing under the laws of the State of Georgia (the "City"), and BULLOCH COUNTY, GEORGIA, a political subdivision organized and existing under the laws of the State of Georgia (the "County"), as Assignees (the City and the County shall be referred to collectively as the "Assignees").

WHEREAS, on November 1, 1999, Assignor entered into a certain Transportation Agreement (the "Transportation Agreement") with Webb Brothers Transfer, Inc. (the "Contractor" or "Webb"), a copy of which Transportation Agreement is hereto and incorporated herein by reference as Exhibit A;

WHEREAS, pursuant to the terms of the Transportation Agreement Webb acts as an independent contractor for Assignor to transport solid waste from Bulloch County to the Broadhurst Landfill, as defined in the Transportation Agreement;

WHEREAS, pursuant to the terms of this Assignment and Assumption, Assignor desires to assign, transfer, set over and deliver to Assignees all of Assignor's right; title and interest in, to and under the Transportation Agreement between Assignor and Webb;

WHEREAS, pursuant to the terms of this Assignment and Assumption, Assignees desire to assume, receive and accept an of Assignor's right, title and interest in, to and under the Transportation Agreement between Assignor and Webb, and further desire to accept and assume all duties, obligations and liabilities of Assignor with respect to the Transportation Agreement;

WHEREAS, while the Transportation Agreement does not require Webb's consent to this Assignment and Assumption, Webb has agreed and consented to the same; and has verified the same by signing below; and

WHEREAS, it is Assignor's understanding and belief that Assignees and Webb intend to enter into a separate First Amendment to Transportation Agreement to change \$10.80 at Paragraph 7.a. of the Transportation Agreement to \$10.10, and to modify the Term of the Transportation Agreement, as "Term" is defined therein, to provide for an expiration date of June 30, 2002.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignees hereby covenant and agree as follows and take the following actions:

1. The above recitals are true and correct and hereby incorporated herein by reference.
2. Assignor does hereby assign, transfer, set over and deliver unto Assignees all of the Assignor's right, title and interest in and to the Transportation Agreement.
3. Assignees hereby assume, receive and accept the foregoing assignment of Assignor's right, title and interest in and to the Transportation Agreement and hereby assume all duties, obligations and liabilities of Assign or under the Transportation Agreement.
4. This Assignment and Assumption shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in accordance with the laws of the State of Georgia, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.
5. This Assignment and Assumption may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument. A facsimile copy of this Assignment and Assumption and any signatures hereon shall be considered for all purposes as originals.

[signatures on following page]

IN WITNESS WHEREOF, this Assignment and Assumption has been signed, sealed and delivered by Assignor as of the date first above written and Assignees has caused its respective duly authorized officer to execute this Assignment and Assumption as of the day and year first written above and Webb has acknowledged its agreement with and to this Assignment and Assumption below.

Signed, sealed and delivered
in our presence:

ASSIGNOR:

**REPUBLIC SERVICES OF GEORGIA,
LIMITED PARTNERSHIP**, a Delaware limited
partnership and a successor by merger to
BROADHURST ENVIRONMENTAL, INC.,
formerly a Kentucky Corporation authorized to do
business in the State of Georgia

ATTEST:

By: T. M. B. [Signature]
Its: Asst. Secretary

By: [Signature]
Its: Vice President of Republic Services
of Georgia GP, Inc., its General Partner

ASSIGNEES:

ATTEST:

By: Judy M. McLoeble
Its: City Clerk

CITY OF STATESBORO, GEORGIA
By: Will - S. Hatch
Its: Mayor

ATTEST:

By: Evelyn H. Wilson
Its: County Clerk

BULLOCH COUNTY, GEORGIA
By: [Signature]
Its: Chairman

Agreed and Accepted by:

ATTEST:

By: _____
Its: _____

Webb Brothers Transfer, Inc.
By: [Signature]
Its: Webb

TRANSPORTATION AGREEMENT

This Agreement is made and entered, into this first day of November, 1999, by and between BROADHURST ENVIRONMENTAL, INC., a Kentucky corporation authorized to do business in the state of Georgia ("Broadhurst"), and WEBB BROTHERS TRANSFER, INC., a Georgia corporation ("Contractor").

RECITALS

A. On January 10, 1994, the Wayne County Solid Waste Management Authority ("Authority") and Broadhurst entered into an Amended and Restated, operations Agreement which provides, among other things, that Broadhurst operate the Authority's new solid waste disposal facility in Wayne County, Georgia.

B. On June 10, 1996, the Wayne County Solid Waste Management Authority ("Authority"), the city of Statesboro ("Statesboro"), and Bulloch, County, Georgia entered into a Waste Supply and Disposal Agreement ("Bulloch Agreement") which provided for among other things, the transportation of solid waste from Bulloch county to the new landfill facility in Wayne county, Georgia.

C. On June 14, 1996, Broadhurst and the Authority entered into an agreement ("Transfer and Transportation Agreement") whereby Broadhurst assumed the Authority's duties and obligations under the Bulloch Agreement with regard to the transportation of solid waste from the transfer station to the landfill.

D. Broadhurst desires to hire contractor as an independent contractor to transport all solid waste from the transfer station in Bulloch County to the landfill.

NOW, THEREFORE, for mutual consideration, the adequacy and sufficiency of which is hereby specifically acknowledged by the parties, it is hereby agreed, as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the definitions set forth below:

- a. "Agreement" means this Agreement between Broadhurst and Contractor.
- b. "Commencement Date" means the date first above written.
- c. "Force Majeure" means any event reasonably relied upon by Broadhurst as justification or excuse from performing any obligation required of Broadhurst under this Agreement, which event is beyond the reasonable control of Broadhurst, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, (ii) riot, war, restraint of government or people, civil disturbance or similar occurrence; (iii) a strike or similar industrial or labor action; (iv) the order or judgment or other act of any federal, state, county or local court administrative agency or governmental office or body, including, without limitation, such an order or judgment which stays, invalidates, or otherwise, affects this Agreement; (v) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or, other governmental approval required to operate the Landfill or Transfer Station; or (v) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule permit, regulation or ordinance after, the Commencement Date hereof, applicable to the Landfill, Transfer Station, Broadhurst or Broadhurst's affiliates, adversely affecting their obligations hereunder, including an adverse effect on the cost of operating or maintaining the Landfill or the Transfer station beyond what is required on the Commencement Date.
- d. "Hazardous Substance" means any hazardous, toxic or carcinogenic substances or, wastes that are now or in the future defined, determined or identified as such by any federal, state or local statute, regulation, rule, ordinance, or other law relating in any way to protection of the environment or the public health and safety, whether now enforced or as amended or enacted in the future.
- e. "Landfill" means the new landfill located in Wayne County, Georgia, and operated by Broadhurst pursuant to the Amended and Restated Operations Agreement between the Authority and Broadhurst dated January 10, 1994.
- f. "Person" means any individual, partnership, firm, organization, corporation, association, government entity or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- g. "Solid Waste" means any solid wastes that may be disposed of in sanitary landfills, including, without limitation, garbage, refuse, trash, sludge, and other discarded material, whether from residential; commercial, industrial or institutional sources, which wastes are typically found in household, commercial or municipal refuse, but not including any, unacceptable waste.
- h. "Ton" means 2,000 pounds.

- i. "Transfer Station" means the transfer station operated by the County.
- j. "Unacceptable Waste" means highly flammable substances; Hazardous Substances; liquid waste, certain pathological and biological wastes; explosives; radioactive materials; and other materials deemed by state or Federal law, or in the reasonable discretion of Broadhurst, to be dangerous or threatening to the environment. Unacceptable Waste also includes any other material that is prohibited under applicable law to be disposed of in the Landfill without the Landfill being redesigned, reconstructed and licensed or permitted to receive and handle the material, and wastes that may cause, operational problems, damage equipment or create special requirements to protect, the health of employees.

2. Term. Subject to earlier termination as provided in Section 11 below, the term of this Agreement shall begin as of the Commencement Date, and shall run concurrently with the term of the Bulloch Agreement. Contractor acknowledges that Broadhurst may elect to utilize another landfill for the disposal of Solid Waste from the Transfer station and, in that event, the parties will negotiate in good faith to enter into an agreement for the transportation of Solid Waste to the alternative landfill.

3. Services of Contractor. Contractor hereby agrees to transport to the Landfill any and all Solid Waste delivered to the Transfer Station. Contractor agrees to provide all personnel required for the transportation of Solid Waste to the Landfill. Broadhurst and Contractor each acknowledge and agree that such personnel shall be the employees of Contractor and that such personnel shall have no employment or other relationship with Broadhurst. Contractor agrees to utilize only competent and properly trained personnel in the transportation services provided, hereunder.

4. Trailers. Bulloch County shall provide the trailers necessary to efficiently handle the volume of Solid Waste to be transported from the Transfer Station to the Landfill.

5. Transportation of Solid Waste.

- a. Contractor shall be solely responsible for all aspects of transportation of the Solid Waste, and agrees to operate all vehicles and otherwise engage in the safe transportation of Solid Waste according to generally accepted standards for the transportation of Solid Waste under the direction and supervision of qualified, trained personnel, and in accordance with (i) the terms of this Agreement; (ii) the terms of the Bulloch Agreement; (iii) the terms of the Transfer and Transportation Agreement and (iv) all applicable laws, ordinances, regulations and orders.
- b. Contractor agrees to operate the vehicles at all times in a safe manner, in full compliance with all speed limits and other highway and traffic safety laws. All vehicles must be road-worthy and in good condition and repair. All vehicles containing, Solid Waste shall be covered so as to insure that no litter blows or falls from the Vehicles. Contractor shall inspect and maintain all vehicles on a regular basis to insure that its vehicles are safe and in compliance with the terms of this Agreement and all applicable laws. Broadhurst may refuse to accept at the Landfill any vehicle which clearly is in violation of this Agreement or any highway laws. Contractor shall be responsible for: (i) providing a sufficient number of tractors necessary to efficiently handle the volume of Solid waste delivered to the Transfer station; (ii) the expense of maintaining and repairing all Trailers; and (iii) all taxes, fees, operating costs, permits and other assessments associated with the operation of all equipment owned by contractor. Further, Contractor accepts all risks of depreciation, loss or damage to the tractors and trailers.
- c. Contractor acknowledges that all vehicles entering the Landfill are required to display identification. Broadhurst shall not be obligated to provide access to the Landfill to any vehicle not bearing identification.

6. Ownership of Solid Waste. Ownership of Solid Waste shall pass to Contractor upon loading into Contractor's vehicles at the Transfer Station. Contractor shall have sole and complete responsibility for the Solid Waste until the Solid Waste is disposed of at the Landfill.

7. Pees; Payment.

- a. Broadhurst shall pay contractor \$10.80 per Ton for services rendered hereunder. In the event that Broadhurst desires Contractor to transport Solid Waste from the Evans County Transfer Station to the Landfill, Broadhurst shall pay Contractor \$8.50 per Ton. Commencing one (1) year from the Effective Date of this Agreement, and each year thereafter for the duration of this Agreement, Contractor's fees shall be adjusted in accordance with Schedule A, attached hereto and made part hereof.
- b. Broadhurst shall pay Contractor the fees set forth in subparagraph (a) above no later than the fifteenth (15th) day of the month following the month when the services were rendered. At the time payment to contractor is made, Broadhurst shall provide a report indicating the number of Tons accepted at the Landfill from Transfer station.

8. Warranties and Covenants of Contractor.

- a. Contractor warrants to employ the quality and quantity of management personnel, employees and equipment necessary or appropriate to perform its services under this Agreement in a manner consistent with industry standards and all applicable governmental and environmental laws, ordinances, orders and regulations.
- b. Contractor warrants that it will comply in all material respects with all governmental laws, regulations and ordinances regarding Contractor's vehicles, including without limitation, environmental laws and regulations relating to noise, air pollution and waste disposal.
- c. Contractor warrants that it will maintain at all times any and all permits and licenses necessary to perform the obligations hereunder.

9. Indemnification of Broadhurst. Contractor shall indemnify, defend and hold Broadhurst and their agents, its corporate affiliates, employees, attorneys, successors and assigns, harmless from and against any and all liabilities, claims, damages, losses, expenses, including legal and professional fees, and suits or causes of action in law or in equity for damages or injuries, (including death) of every kind and nature to persons, and property, including loss of the use thereof, arising out of or resulting from (or claimed or alleged to have been caused by or to have resulted from) any negligent or willful act or omission of Contractor, its agents or employees in connection with this Agreement, and Contractor will defend all such claims, demands and suits, at its sole cost and expense; and further, contractor does hereby covenant and agree to indemnify, save, harmless and defend Broadhurst and its successors, assigns, attorneys, agents and employees from and against any and all loss, liability and/or damages arising out of or in any manner related to any breach of covenant, condition, representation, warranty or act of default by Contractor under this Agreement. The insurance requirements referred to in this Agreement shall in no way limit Contractor's liability, obligations or duty under this Section 9.

10. Independent Contractor. Broadhurst and Contractor hereby acknowledge and agree that Contractor is an independent contractor with respect to the performance of its services under this Agreement. Contractor shall be responsible in all respects for the hiring, employment and working conditions of all individuals engaged to carry out Contractor's services under, this Agreement. Contractor shall have no interest in or rights with respect to the Bulloch Agreement, the Transfer and Transportation Agreement, the Landfill or the Transfer station or any real and/or personal, property.

11. Termination. Broadhurst may terminate this Agreement upon (i) termination of the Transfer and Transportation Agreement, (ii) termination of the Bulloch Agreement, (iii) termination of the Operations Agreement, (iv) upon thirty (30) days written notice by Broadhurst to Contractor; or (v) an Event of Default under this Agreement by Contractor.

12. Event of Default. For purposes of this Agreement an Event of Default with respect to any party shall exist if any of the following events occurs: (i) such party breaches or otherwise fails to observe any or the material terms or provisions, of this, Agreement; (ii) such party breaches any material covenants, representations, or warranties in this Agreement; or (iii) such party shall become insolvent or file a petition in bankruptcy. In the event of an Event of Default, the non-defaulting party shall give the defaulting party notice and a reasonable opportunity to cure such default, which shall not exceed thirty (30) days. Notwithstanding the foregoing, if the actions or omissions of Contractor have resulted in a default under or breach of the Transfer and Transportation Agreement or the Bulloch Agreement, Broadhurst may, in its sole discretion, immediately terminate this Agreement without additional notice.

13. Remedies.

- a. In the event of an Event of Default under this Agreement, the non-defaulting party shall have the right, but not the duty or obligation, to cure such default upon prior written notice to the defaulting party, including the right to offset the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement or to charge the defaulting party for, such costs incurred by the non-defaulting party to cure the default. In such case, the non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such Event of Default.
- b. If an Event of Default occurs which is not cured in the manner allowed in this Agreement, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due plus interest thereon at the legal rate from the date such amount was due, or which thereafter become due under this Agreement or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; and/or (ii) terminate this Agreement. The termination of this Agreement shall not affect any claims the non-defaulting party may have against the defaulting party for any damages (including without limitation lost profits) incurred, including without limitation any damages which Broadhurst may incur as a result of the termination of the Transfer and Transportation Agreement or the Bulloch Agreement as a result of an Event of Default by Contractor hereunder or Which Contractor may incur as a result of an Event of Default of Broadhurst under this Agreement. Except for the

right to recover costs set forth in subparagraph (a) above or the right to recover damages under this subparagraph (b) above, neither party shall be entitled to collect special, incidental or consequential damages hereunder.

14. Insurance. Contractor shall pay for and maintain at all times, during the term of this Agreement, insurance as follows:

- a. Workers' Compensation Insurance in the statutory amounts required by the state of Georgia;
- b. Comprehensive and General, Liability, including contractual liability in products/completed operations coverage, with primary limits of liability of \$2,000,000.00 per occurrence, or bodily injury and property damage;
- c. Comprehensive Automobile Liability Insurance as required by the laws of the state of Georgia, but with limits of not less than \$1,000,000.00 per occurrence for bodily injury and damage;
- d. Physical damage and theft insurance in an amount at least equal to the greater of replacement value or fair market;
- e. During the initial term of this Agreement and after termination of Agreement extensions thereof, Broadhurst shall be named as an additional insured in each of the policies set out in this section.
- f. Broadhurst will be furnished annually with Certificates of Insurance in a form satisfactory to Broadhurst, and all policies shall provide for thirty (30) days advance written notice of material change, cancellation, or non-renewal.

15. Force Majeure. In the event Broadhurst is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of Broadhurst may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that Broadhurst intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, Broadhurst shall notify Contractor as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. The party relying upon an event of Force Majeure shall have the duty and obligation to use its best reasonable efforts to cure or eliminate such event of Force Majeure and shall, during the period of such Force Majeure, periodically advise Contractor of the status of the event of Force Majeure and the projected duration of such event. Notice shall again be given when the effect of the event of Force Majeure has ceased.

16. Dispute Resolution. All claims or disputes arising between the parties to this Agreement which relate to this Agreement or breach thereof shall be resolved as follows:

- a. The parties shall first attempt to negotiate in good faith to resolve any claim or dispute;
- b. If unsuccessful, the parties shall then attempt to agree upon an arbitration procedure, which may be binding or non-binding as agreed by the parties;
- c. If not resolved as provided in (a) and/or (b) above, any dispute or claim may be adjudicated in court of competent jurisdiction.

17. Notice. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given for all purposes if mailed by certified mail, postage prepaid and return receipt requested, addressed to the intended recipient at the addresses set forth below or such other address as the intended recipient shall specify by written notice to the other party to this Agreement.

To Broadhurst:

Broadhurst Environmental, Inc.

110 Southeast 6th street

Floor 28

Fort Lauderdale, Florida 33301

Attention: Sara M. Park, Vice-President

To Contractor:

Webb Brothers Transfer, Inc.

P.O. Box 310
Twin City, Georgia 30471
Attention: Ike Webb

Change of address by either party shall be by notice given to the other party in the same manner as above specified.

18. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and other understandings, discussions, representations, warranties or covenants, whether written or oral, with respect to the subject matter hereof. No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by both parties.

19. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

20. Waiver. No waiver by either party hereto at any time of a breach by the other party of any provision of this Agreement shall be deemed a waiver of any similar or dissimilar provisions hereof at the same or any prior or subsequent time.

21. Assignment. Contractor may not sublet, subcontract, assign or transfer its obligations under this Agreement, or any part thereof, or assign its interest in this Agreement, to any person or entity without the prior written consent of Broadhurst, which may be withheld in Broadhurst's sole and absolute discretion. Any attempted assignment of this Agreement by contractor shall be null and void, and at the discretion of Broadhurst, shall be cause for termination of contractor's rights, under this Agreement.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

23. Confidentiality. Except as required by law, including applicable state, and federal securities laws, Broadhurst and Contractor each agree to keep strictly confidential the terms of this Agreement.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of, the parties, hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the preamble above.

ATTEST:

By: M. Atkins

WEBB BROTHERS TRANSFER, INC.

By: Ike Webb

Its: Pres.

ATTEST:



By: _____

BROADHURST ENVIRONMENTAL, INC.

By: John Summers

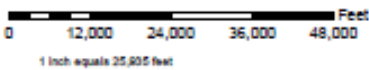
Its: General Manager



SERVICE DELIVERY AREAS
 STATESBORO
 BULLOCH COUNTY



**BULLOCH COUNTY
 LANDFILL AND TRANSFER STATION**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Law Enforcement |
|------------------------|---------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides law enforcement countywide through the Sheriff's department. Brooklet, Portal, Register, and Statesboro each provide a higher level of law enforcement through their respective police departments.*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.

Overlapping law enforcement service areas exist and will continue to exist under the service delivery agreement. All parties to the service delivery agreement concur that the services provided by the Sheriff's department are provided countywide and should be funded through the general fund. The Sheriff's duties are set forth in the Georgia State Constitution and the Official Code of Georgia, Annotated. For example, the Sheriff's department is an integral part of the functions of both Superior and State court. Sheriff's department personnel must be present when court is in session and during the transport of all prisoners. The Sheriff's department is responsible for serving court summonses, subpoenas, warrants, and other civil papers. Also, the Sheriff's department operates the jail which houses city, county, state, and federal prisoners. Finally, the Sheriff's department works cooperatively with and provides mutual aid to the Statesboro Police Department and other law enforcement agencies operating in the county in protecting all county citizens. Therefore, while the intensity level of the Sheriff's law enforcement patrol in various incorporated areas may not be as high as that of municipal police departments, the presence of the Sheriff as the chief law enforcement officer countywide affirms that the Sheriff's services benefit citizens throughout the county.

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 |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |
| Town of Brooklet | General Fund |
| Town of Portal | General Fund |
| Town of Register | General Fund |

4. How will the strategy change the previous arrangement 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:

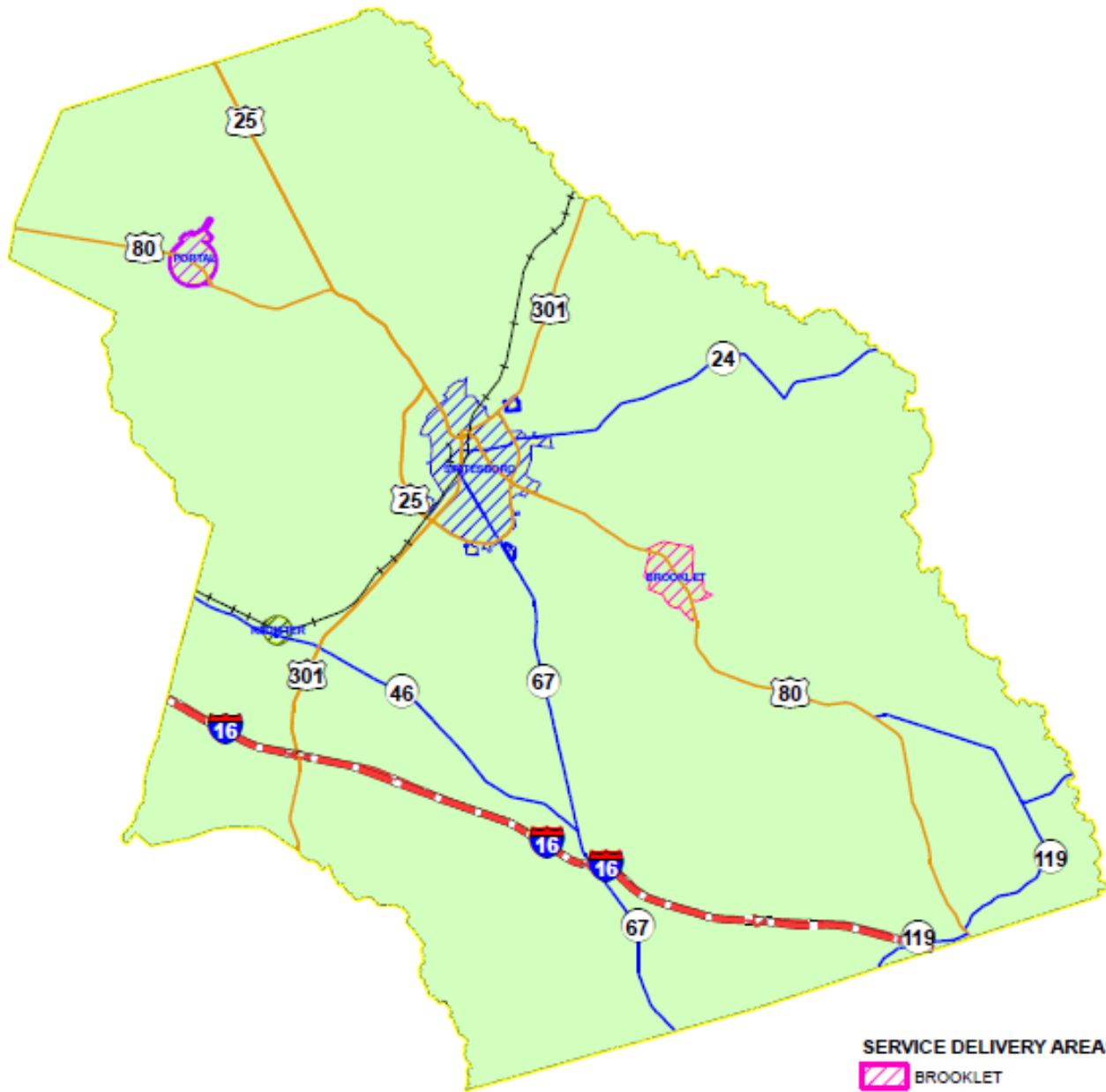
| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|----------------------------|-----------------------------------|
| | | |






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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**
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
-

SERVICE DELIVERY TERMS

Bulloch County is served by five local law enforcement offices: the Bulloch County Sheriff's Department, the Statesboro Police Department, the Brooklet Police Department, the Portal Police Department, and the Register Police Department. The Bulloch County Sheriff serves as the chief law enforcement officer for the county, and provides law enforcement services countywide. The Sheriff has arrest powers within and outside every municipality in the County. The Sheriff's Department also provides the necessary administrative and safety support for all county wide court functions. Statesboro, Brooklet, Portal, and Register maintain full-time police departments to provide a higher level of service to areas in their corporate limits. Funding for the Sheriff's Department is largely derived from the County's General Fund, although some funding is derived from fees, fines, and forfeitures. Funding for the police departments in Statesboro, Brooklet, Portal, and Register are derived from the General Funds of those cities. The Sheriff's Department is staffed by county employees, and the city police departments are staffed by employees of each respective city.



- SERVICE DELIVERY AREAS**
-  BROOKLET
 -  PORTAL
 -  REGISTER
 -  STATESBORO
 -  BULLOCH COUNTY

**BULLOCH COUNTY
LAW ENFORCEMENT**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | 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. *Service provider: Bulloch County*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.

This service delivery agreement will eliminate double taxation for library services. The County will take over funding of local operation of the library at 20% increments over the next five years. The County is under no obligation to fund library services at 100% of the level at which it was funded prior to the service delivery agreement. Finally, upon adoption of this agreement, all appointments to the Library Board will be made by the County.

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 |
|--------------------------------------|-----------------------|
| Bulloch County | General Fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Statesboro-Bulloch County Regional Library is one of five libraries comprising the Statesboro Regional Library System. The other participating libraries are located in Bryan, Candler, Emanuel, and Evans counties. The Statesboro-Bulloch County Library is also the headquarters location for the five county Statesboro Regional Library System. A bookmobile system serves the five-county regional system. The Statesboro Regional Library building and property are owned by the Bulloch County Board of Commissioners. In the past, funding for the library has come from a combination of sources, including the Bulloch County Board of Education, Bulloch County Board of Commissioners, and the City of Statesboro. Some private money has also been donated to the library. In addition, the State of Georgia provides funds for professional personnel, maintenance and operation, materials, and travel. The geographic service area for the Statesboro Regional Library is county wide.

Prior to the adoption of the service delivery agreement, the County provided approximately 55% of the operational funding provided by city and county governments in Bulloch County while the City of Statesboro provided the remaining 45%. During the first year of this strategy, the City of Statesboro will contribute 80% of its previous share, which for FY 98-99 was \$127,000.00, and will continue to provide funding for library operations at a rate of 20% less per year of its FY 98-99 contribution over five years. Bulloch County will provide its share of library funding from the general fund. Accordingly, city and county government appointments to the Library Board will become the responsibility of the County.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Main Street Program |
|------------------------|-------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 One or more cities will provide this service within their incorporated boundaries, and the service will not be provided in unincorporated areas: *Service Provider: City of Statesboro*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

| Local Government or Authority | Funding Method |
|-------------------------------|----------------|
| City of Statesboro | General Fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Main Street Program is exclusively a City of Statesboro service in which the neither the County nor the other municipalities have financial or operational involvement. No change in this service arrangement is anticipated.



SERVICE DELIVERY STRATEGY **Form 2: Summary of Service Delivery Arrangements**

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Parks and Recreation |
|------------------------|--------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. *Service provider: Bulloch County*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.

Bulloch County will take over the provision of parks and recreation services and pay for them out of the general fund. Under the terms of the service delivery agreement, the municipalities agree to continue to provide, at no cost to the county, facilities, equipment, and water within municipal limits for the county to use for recreation purposes. One exception is that the old senior citizens building on Northside Drive, which is owned by the City of Statesboro, will no longer be used by the recreation department. Under the terms of this agreement, while the county's use of recreation facilities owned by the municipalities will be allowed, the county will not be required to use any or all of these facilities for the purpose of providing recreation services. The county agrees that the City will phase out its funding support for recreation services (which in FY 98-99 was \$250,000.00) at a rate of 20% per year over a five year period.

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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Of all local government services in Bulloch County this one has probably undergone the most radical changes within the recent past. What initially began as an exclusively City funded and managed service later became a joint service, operationally funded co-equally between the City and the County, with most of the managerial responsibility being vested in an advisory committee. Capital facilities owned by the Cities of Statesboro, Brooklet, and Portal have been used by the program, while in recent years the County has appropriated approximately \$7 million to recreation capital improvements across the County. The department is now managed by the County and all Parks and Recreation employees are county staff. The department provides programs and facilities throughout the county. By virtue of this agreement, the Recreation Advisory Committee will be a citizens group with no appointees who hold elective office. The City of Statesboro may appoint one member of the committee. All other appointments shall be made by the County. The Recreation Advisory Committee shall be charged only with providing advice to the Director of the Recreation Department and the County Manager concerning programs, schedules, and recreational and cultural services offered by the Recreation Department to the community. The Advisory Committee shall not be charged with any personnel, budgetary, or fiscal responsibilities.

The geographic service area for parks and recreation services is county wide. Under the terms of the service delivery agreement, the County will begin funding the operating costs for recreation services. The 100% funding of this service by the county will be accomplished over a five year period, during which the City of Statesboro will phase out 20% of its FY 98-99 contribution per year. The City's FY 98-99 contribution was \$250,000.00. As the county assumes 100% funding for this service, the county is under no obligation to fund recreation services at the full level of funding previously provided when the service was jointly funded by the city and county. Statesboro, Brooklet, Portal, and Register have all agreed to continue to provide to the recreation department the use of recreation facilities owned by those cities, although the use of these facilities by the county for recreation services is not required. All municipalities also agree to provide reasonable water and sewer services for these facilities to the county at no cost to the recreation program. Exempt from the facilities which Bulloch County may use for recreation programs is the former senior citizens building on Northside Drive in Statesboro. The new senior citizens facility on Fair Road will serve as a more modern facility in which the parks and recreation department will provide senior adult programs.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Planning |
|------------------------|--------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other. Service Provider: *Bulloch County provides planning services countywide. The City of Statesboro provides a higher level of planning services to its citizens. The geographic service area for the City of Statesboro's planning function is confined to within the city limits.*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this 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.

Both the City of Statesboro and Bulloch County feel that the current method of providing planning services best serves the citizens of Bulloch County and the residents of the City of Statesboro. The City provides a higher level of planning services to its citizens. The County's planning function benefits residents throughout the county.

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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |
| City of Statesboro | General Fund |

4. How will the strategy change the previous arrangement 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 |
|---|------------------------------------|----------------------------|
| Intergovernmental Agreement on Capital Cost Recovery Fee District | Bulloch County, City of Statesboro | November 2007 |

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: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Bulloch County Planner provides assistance to the County Manager in performing operational planning and performs a wide variety of administrative duties, including program coordination and organization, and anticipating future needs of the County as a whole. The geographic service area is county wide, and this service is funded through the county's general fund. The City of Statesboro's planning staff provide a higher level of services for City of Statesboro residents by providing community / operational planning and land use planning, including zoning administration. The City of Statesboro's planning service is funded through the city's general fund.

INTERGOVERNMENTAL AGREEMENT ON CAPITAL COST
RECOVERY FEE DISTRICTS

This intergovernmental agreement is entered into this ____ day of November, 2007 by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter "the County") and the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA** (hereinafter "the City").

WITNESSETH:

WHEREAS, the City of Statesboro and Bulloch County are undergoing major development in and around the corporate limits of Statesboro, necessitating increased water and sewer installation; and

WHEREAS, it is in the best interests of the public health, welfare, and safety of citizens in both the City of Statesboro and Bulloch County that the development take place with adequate water and sewer facilities to provide potable and fire protection water, and to collect and treat the wastewater generated; and

WHEREAS, the City and County have recognized the need to get the major water and sewer lines extended into areas adjacent to the City before the growth takes place, thereby assuring new development will be on water and sewer systems; and

WHEREAS, the City has needed a mechanism to help finance these extensions in a timely fashion, and has developed with the assistance of its consulting engineers a capital cost recovery fee district as the most suitable method; and

WHEREAS, the City of Statesboro with its consulting engineers has studied the area bounded by Veterans Memorial Parkway, Georgia Highway 67, Burkhalter Road, Pretoria-Rushing Road, and back to Cawana Road then to Brannen Street, minus the property already developed within the boundaries, and has determined that the area can be served as one sewer drainage basin by gravity sewer; and

WHEREAS, the City of Statesboro has adopted an ordinance authorizing the Mayor and City Council to establish capital cost recovery fee districts, and under that ordinance has passed a resolution establishing Capital Cost Recovery Fee District #1 for this Southeast Quadrant Area; and

WHEREAS, the fee can only be imposed on properties that annex into the City limits, and water and sewer service shall only be provided to property owners whose property is within the City limits that request said water and sewer service; and

WHEREAS, in order to install the major water and sewer lines ahead of the growth, the City will need to install some of them in property that is currently outside the corporate limits of Statesboro, and the Georgia Constitution at Article IX, Section II, Paragraph III requires a contract between a county and a city, for a city to expand its water and sewer services outside the City limits; and

WHEREAS, prior to making this major investment the Mayor and City Council of Statesboro need assurance that the County Commission is supportive of this plan to finance and install these water and sewer lines;

WHEREAS, the County has an interest in protecting the S&S Greenway and balancing growth between urbanizing areas and transitional areas referred to as Areas of Mutual Concern within the proposed Southeast Quadrant Area and Capital Cost Recovery District #1; and

WHEREAS, the County is supportive of planned annexation that considers logical boundaries, coordination of planning efforts, and the appropriate transfer of infrastructure and service delivery responsibilities; and

WHEREAS, the County is supportive of the City's plan to finance and install water and sewer lines according to proposed engineering plans so long as it results in a high quality of planned development that compliments the County's Future Land Use Plan.

NOW THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth herein, the County and the City agree as follows:

1. The County hereby agrees that the City can establish one or more Capital Cost Recovery Fee Districts in areas contiguous to the corporate limits of Statesboro, or as mutually agreed upon if not contiguous, in order to help finance the cost of engineering design and construction of major water and sewer lines in areas outside the City limits.
2. The County hereby agrees that the City may expand its water and sewer system into any area within any such Capital Cost Recovery Fee District as established by formal resolution of the Mayor and City Council, thereby encouraging quality development and the expansion of both the City's and County's property tax base.
3. The County hereby agrees that the City may require annexation into the corporate limits of the City of Statesboro as a pre-condition to the availability of water or sewer services to any parcel of property lying within any designated Capital Cost Recovery Fee District.
4. The City Manager will notify the County Manager of plans for the establishment of any Capital Cost Recovery Fee District, and shall furnish him with a complete copy of the required engineering study and the duly adopted resolution establishing said district.
5. The City Manager will notify the County Manager when bids have been received, and a contract for construction has been awarded for any segment of any of the major water and sewer lines within any Capital Cost Recovery Fee District.
6. The City Manager will provide the County Manager with the most current map of each Capital Cost Recovery Fee District so that Bulloch County planning staff can notify potential developers of the location of said districts within the county, and the fees associated with properties lying within said districts.
7. The County and City hereby agree to approve a concept within one hundred twenty (120) days, and a firm consensus no later than one hundred eighty (180) days from the effective date for a future land use plan for the Capital Cost Recovery Fee District #1 and Areas of Mutual Concern that reflect the preferences of this agreement. "Areas of Mutual Concern" is defined as an area that shall generally be within five-hundred (500) feet of Capital Cost Recovery Fee District #1 boundaries.
8. The County and City hereby agree not to approve requests for rezoning, conditional uses or sketch plans for property within the Capital Cost Recovery Fee District #1, or Areas of Mutual Concern, without consideration of mutual input and will notify each other of receipt of such applications, and of the time, date and place of any joint planning staff reviews, public hearings or other public meetings concerning these actions. Input shall be provided within the normal deadlines for other agencies' and departments' comments. At least one joint planning staff review shall be held on each such development project.
9. The County and City hereby agree that all annexations in the Capital Cost Recovery Fee District #1 shall include logical and identifiable boundaries wherever possible and be timed in such a way which allows for transition of services between the City and County. Readily identifiable boundaries should include lakes, rivers, streams, railroads and highways. Nothing herein shall prohibit the annexation of a tract of land at the request of the owner(s) that does not meet these preferred criteria.
10. The County and City hereby agree that if residential densities are proposed in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that are higher than 2.4 housing units per acre (currently the City's R-15 zoning designation), that those areas should be planned and concentrated near planned commercial services or nodes.
11. The County and City hereby agree that commercial uses and facilities in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be allocated in a reasonable amount and in a planned relationship to the people they will serve. Any future expansion of commercial uses in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be developed as centers or nodes rather than strips, and along roadways and intersections that have adequate capacity. Commercial facilities and uses should be very carefully considered so that they do not cause unnecessary traffic congestion and do not detract from the appearance of the community. However, it is recognized that the property fronting Georgia 67 between Briarwood Road and Burkhalter Road, will have commercial development which will serve a population greater than the CCR Fee District #1 and its Areas of Mutual Concern.
12. The County and City hereby agree that any newly proposed development in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that generates traffic at or in excess of 1,000 daily trips according to the latest version of the Institute of Traffic Engineers Trip Generation manual shall require a traffic impact analysis. The content and detail of the traffic impact analysis shall be scaled according to valid trip generation estimates, and shall include proposed project improvements for automobiles, bicycles or pedestrians that will improve capacity within the proximate right-of-way, with the cost of any such improvements shall be borne by the developer.

The County and City hereby agree that the future land use plan called for in Paragraph 7 above, shall determine the necessary right-of-way widths for any collector and arterial streets within the CCR Fee District #1 or an Area of Mutual Concern. Said rights-of-way shall be obtained and preserved as part of the development review process.

13. The County and City hereby agree except for collector streets, street patterns in new residential areas in Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be designed to provide convenient access and circulation for each living unit, but to discourage through traffic.

14. The County and City hereby agree that any required public improvements along any arterial or collector road systems within Capital Cost Recovery Fee District #1 shall be the financial responsibility of the City.

15. The County and City hereby agree that they will adopt and enforce ordinances that meet the requirements of the Georgia Stormwater Management Manual as it regards the speed and volume of stormwater leaving a developed site.

16. The County and City hereby agree that unless the county agrees to retain a road right-of-way in County jurisdiction, the City will annex the entire width of County roads and rights-of-way adjacent to an annexation boundary and will assume full responsibility for maintenance and agreed upon necessary improvements for those portions of roads on the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

17. The County and City hereby agree that if any new development occurs as the result of an annexation by the City that requires access along the proposed route of the S&S Greenway before construction by the County has been completed; that as a condition of development permitting by the City, the developer shall be required to pave any portion of the roadway (not including the pedestrian or bicycle path) that is adjacent to his development. The design and construction of any roadway that interfaces with the County's proposed Greenway must be mutually agreed upon by the County and City, and may include traffic calming measures such as, but not limited to, curvatures, selective speed bumps, and lane narrowing.

18. The County and City hereby agree that the County shall own and maintain the right-of-way along the S&S Greenway subject to the provisions of right-of-way transfer set out in Paragraph 17 above, except that the County shall continue to own and maintain the portion of right-of-way to be used for the pedestrian and biking trail.

19. The City hereby agrees that it will consider amendments to its Zoning and Subdivision Ordinances that would require the same buffering requirements for properties adjacent to the S&S Greenway as those adopted by the County upon recommendation by its greenway consultant. Said buffering requirements may include special setbacks, strategic location of access roads, and use of vegetative screens, earthen berms and fences to help reduce trespass of people, animals and vehicles.

20. The County and City hereby agree that until the City assumes the full maintenance and ownership of a former County road right-of-way, all municipal utility encroachments along designated County roads shall require a permit.

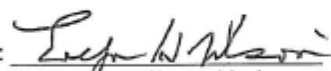
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

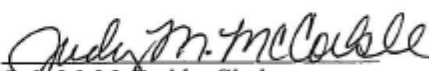
BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

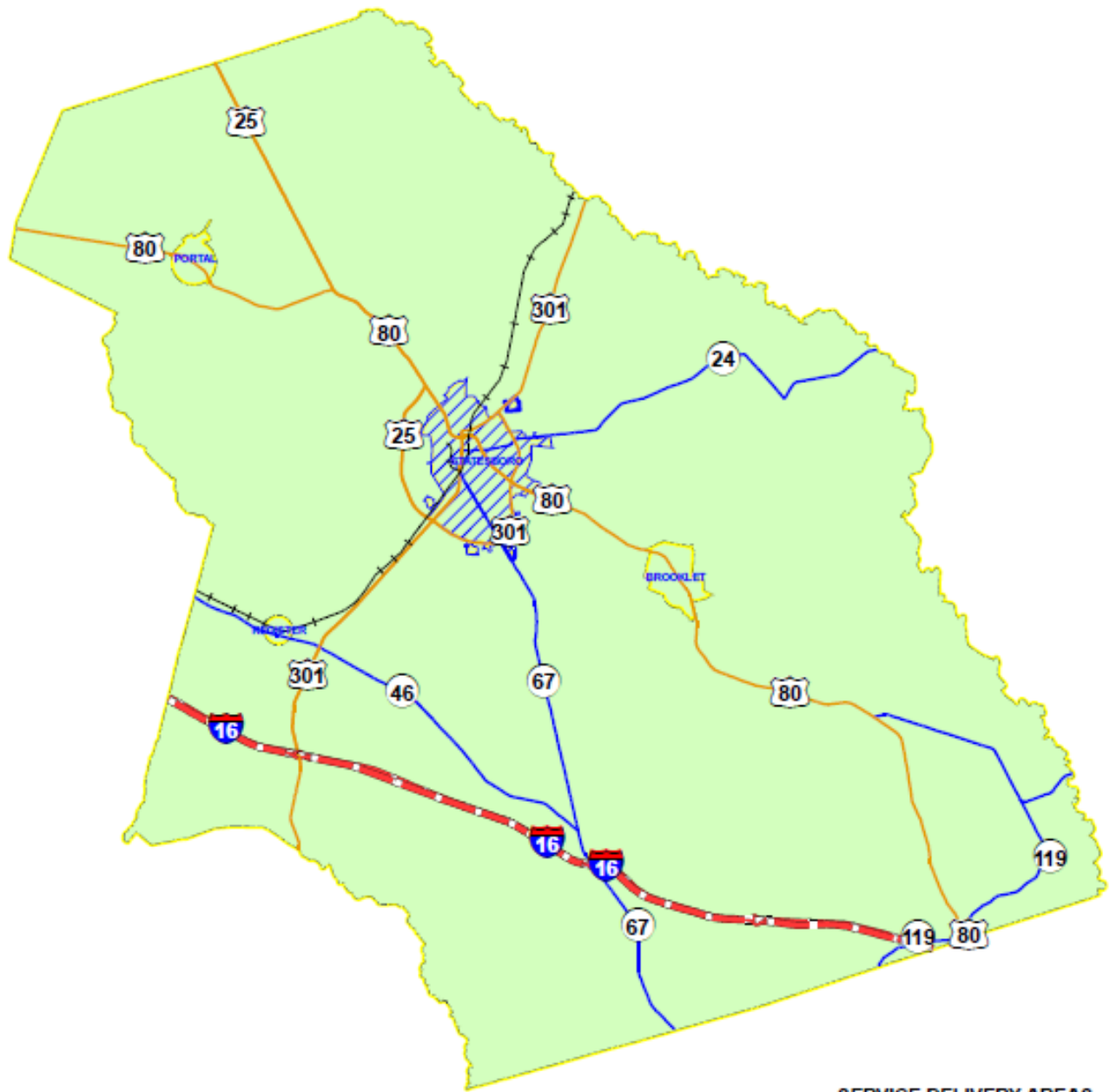
MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: 
J. Garrett Nevil, Chairman



By: 
William S. Hatcher, Mayor

Attest: 
Evelyn H. Wilson, Clerk

Attest: 
Judy M. McCorkle, Clerk

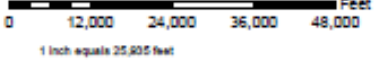


SERVICE DELIVERY AREAS

-  STATESBORO
-  BULLOCH COUNTY



**BULLOCH COUNTY
PLANNING**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Public Health Services |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 - Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. *Service provider: Bulloch County*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General Fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

The Bulloch County Health Department provides care and treatment for the ill, engages in preventive medicine, conducts an active immunization program, and maintains birth and death certificates. In addition, the Health Department monitors the placement of septic systems and investigates complaints related to the quality of drinking water from wells. The Health department is staffed by state employees, and funding is provided by the State with assistance from the County through its General Fund. The County provides a facility for the health department and maintains the building; the County also subsidizes the operation of the Health Department. The geographic service area is county wide. Additionally, the County provides financial assistance to the Bulloch County Department of Family and Children's Services, the service area for which is county wide.



SERVICE DELIVERY STRATEGY Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Public Housing |
|------------------------|--------------------------------|

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. *Service provider: Statesboro Housing Authority*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes** (if "Yes," you must attach additional documentation as described, below)
 - No**

If these conditions will continue under this 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 |
|--------------------------------------|-----------------------|
| Statesboro Housing Authority | Federal Funds |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Public housing is available in Bulloch County through the Statesboro Housing Authority. This authority is federally funded by the United States Department of Housing and Urban Development. The Statesboro Housing Authority is not affiliated with the City of Statesboro. Appointments to the Statesboro Housing Authority are made by the City of Statesboro.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Road and Street Construction |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 - Other. Service Provider: *Bulloch County completes road construction in unincorporated areas of the county. The City of Statesboro, Town of Brooklet, Town of Portal, and Town of Register construct roads and streets within their respective city limits.*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

If these conditions will continue under this 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 |
|-------------------------------|-----------------------|
| Bulloch County | SPLOST |
| City of Statesboro | SPLOST, General funds |
| Town of Brooklet | SPLOST, General funds |
| Town of Portal | SPLOST, General funds |
| Town of Register | SPLOST, General funds |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**
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

SERVICE DELIVERY TERMS

The County supervises road construction in unincorporated Bulloch County. Most of these projects are funded through the county's Special Purpose Local Option Sales Tax program, with some funds coming from the state through its Local Assistance Road Program or other Georgia DOT administered programs. The county and the cities of Brooklet, Portal, Register, and Statesboro have in the past worked together to effect road construction projects. These efforts often involve obtaining DOT contracts and providing joint resource assistance for road construction.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Road and Street Maintenance |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 - Other. Service Provider: *Bulloch County conducts routine maintenance of roads in unincorporated Bulloch County with labor from the Bulloch County Correctional Institute. However, the county often assists the municipalities and provides maintenance of city streets. The City of Statesboro, Town of Brooklet, Town of Portal, and Town of Register maintain streets within their municipal limits at a higher level than that which the county provides.*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this 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.

The county and all municipalities have agreed that there are overriding benefits to continuing the existing service delivery arrangement. Under this service delivery agreement, Bulloch County will continue to fund road maintenance through the general fund. The municipalities will fund higher levels of road maintenance as needed through their respective general funds. All parties to the service delivery agreement concur that county roads in incorporated and unincorporated areas are available countywide to all residents and non-residents. The attached explanation addresses further reasons why this arrangement is justified.

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 |
|-------------------------------|----------------|
| Bulloch County | General fund |
| City of Statesboro | General fund |
| Town of Brooklet | General fund |
| Town of Portal | General fund |
| Town of Register | General fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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
-

SERVICE DELIVERY TERMS

Road and street maintenance within municipal limits is administered by the City of Statesboro, Town of Brooklet, Town of Portal, and Town of Register. In unincorporated areas, this service is administered by Bulloch County. The municipalities and Bulloch County have a history of working cooperatively and cosupportively on road and street maintenance, as their respective needs and resources so allow. Road and street maintenance on County roads is funded from the County General Fund, which is in keeping with guidance provided to local governments from various state entities regarding House Bill 489.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Sanitation (Solid Waste Collection) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other.** Service Provider: *Bulloch County provides waste collection in unincorporated areas of Bulloch County. Brooklet, Portal, and Statesboro provide solid waste collection services within their incorporated boundaries.*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.

Upon adoption of the service delivery agreement, the County will begin to pay for solid waste collection from special district revenues (derived from unincorporated residents who benefit from this service.) Statesboro, Brooklet, and Portal will continue to pay for this service from their respective general funds.

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 |
|-------------------------------|-------------------------|
| Bulloch County | Unincorporated revenues |
| City of Statesboro | General fund, user fees |
| Town of Brooklet | General fund, user fees |
| Town of Portal | General fund, user fees |

4. How will the strategy change the previous arrangement 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?
-

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Bulloch County provides solid waste collection to residents living in unincorporated areas of the county through the use of dumpsters and solid waste recycling collection centers located throughout the county. County employees empty dumpsters and transport solid waste to the transfer station, and the City of Statesboro bills the county monthly for tippage fees. The County will fund solid waste collection through revenues derived from unincorporated areas. The cities of Statesboro, Brooklet, and Portal provide residential collection and charge a monthly fee for this service. Portal also offers household solid waste collection to residents living in a ¼ mile band around the town. The cities will continue to fund solid waste collection through a combination of general funds and user fees.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Senior Citizens Programs |
|------------------------|--|

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. *Service provider: Bulloch County*

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this 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.

Bulloch County provides recreation services for senior citizens through the County's Parks and Recreation Department. Effective as of the adoption of this service delivery agreement, Bulloch County will take over the provision of all parks and recreation services and pay for them out of the general fund. Under the terms of the service delivery agreement, the municipalities agree to continue to provide, at no cost to the County, facilities, equipment, and water within municipal limits for the County to use for recreation purposes. One exception is that the old senior citizens building on Northside Drive, which is owned by the City of Statesboro, will no longer be used by the recreation department. Bulloch County is currently building a new senior adult recreation center to replace the old building, which will no longer be used for recreation activities. Under the service delivery agreement, the County agrees to phase in the 100% takeover of funding for recreation services over the next five years, increasing the county's share of funding by no less than 20% per year.

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 |
|-------------------------------|----------------|
| Bulloch County | General fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Bulloch County provides senior adult recreation services through the county's Parks and Recreation Department. The geographic service area is county wide, and the county will fund this service through the county general fund.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | 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. *Service provider: Bulloch County*
2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
 - Yes** (if "Yes," you must attach additional documentation as described, below)
 - No**

If these conditions will continue under this 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 |
|-------------------------------|----------------|
| Bulloch County | General fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Bulloch County provides financial assistance to various local social service providers, including the local women's shelter, the Bulloch County Alcohol and Drug Council, High Hope, the Senior Companion Program, and the Pineland Mental Health / Mental Retardation / Substance Abuse agency. The geographic service area for all these agencies is county wide, and the County derives funds for these services through its General Fund.



SERVICE DELIVERY STRATEGY Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Stormwater Collection and Treatment |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
 One or more cities will provide this service within their incorporated boundaries, and the service will not be provided in unincorporated areas: *Service Provider: City of Statesboro*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
 No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

| Local Government or Authority | Funding Method |
|-------------------------------|------------------|
| City of Statesboro | Water-sewer fund |

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

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

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

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

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Storm water collection and treatment in Bulloch County are provided only by the City of Statesboro. City staff manage this service and the service is funded from the City of Statesboro's water and sewer fund. The service area is limited to inside the city limits of Statesboro.



SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Wastewater Collection and Treatment |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other.** Service Provider: *The City of Statesboro provides wastewater collection and treatment within its city limits and to some areas outside the city limits. The service area is shown on the attached map. The Town of Portal provides wastewater collection and treatment within its city limits and to some areas outside the city limits. The service area is shown on the attached map.*

2. In developing this strategy, were overlapping services areas, unnecessary competition and/or duplication of this service identified?
- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| City of Statesboro | Water-sewer fund |
| Town of Portal | Water-sewer fund |

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

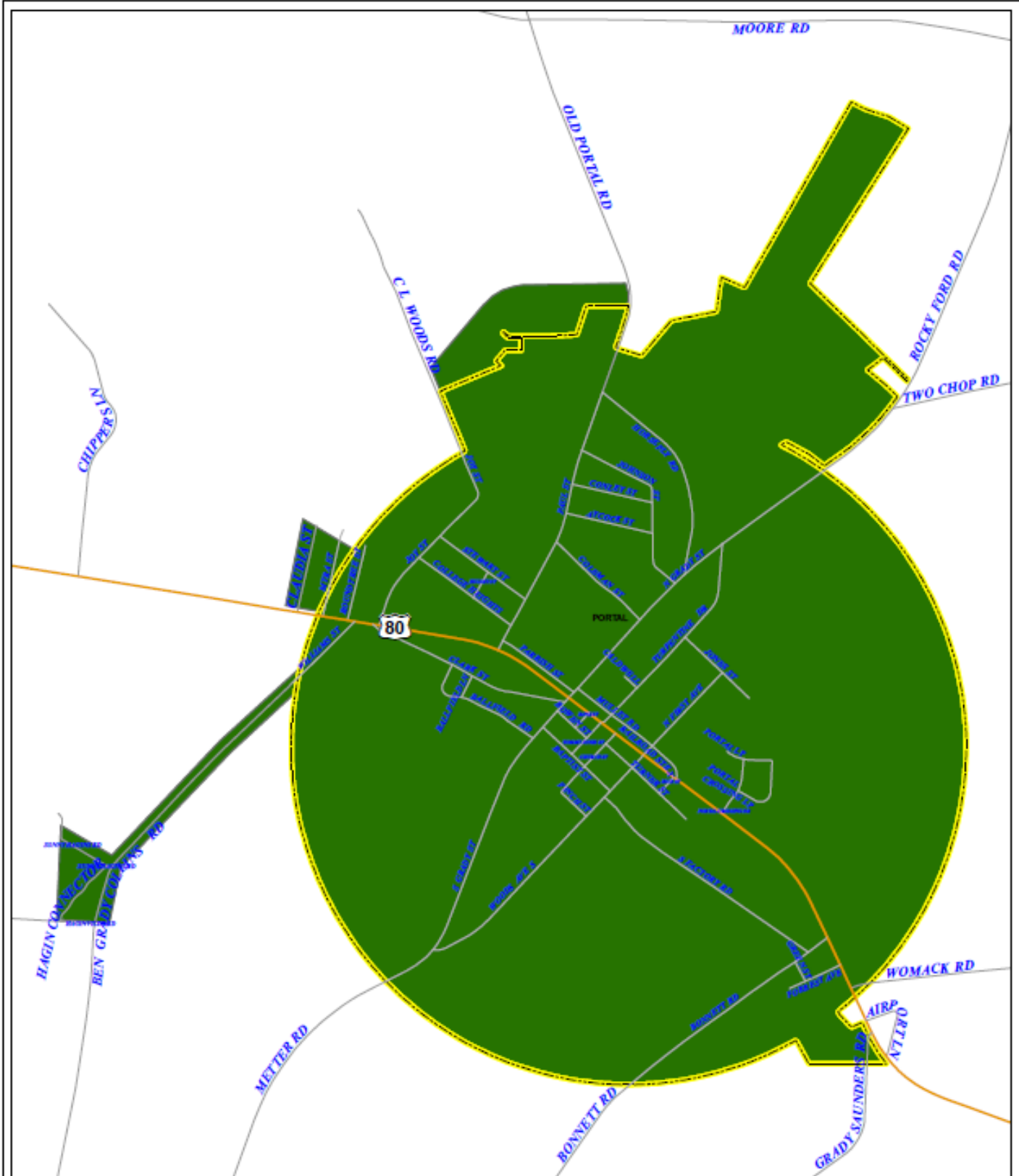
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

| 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?
-

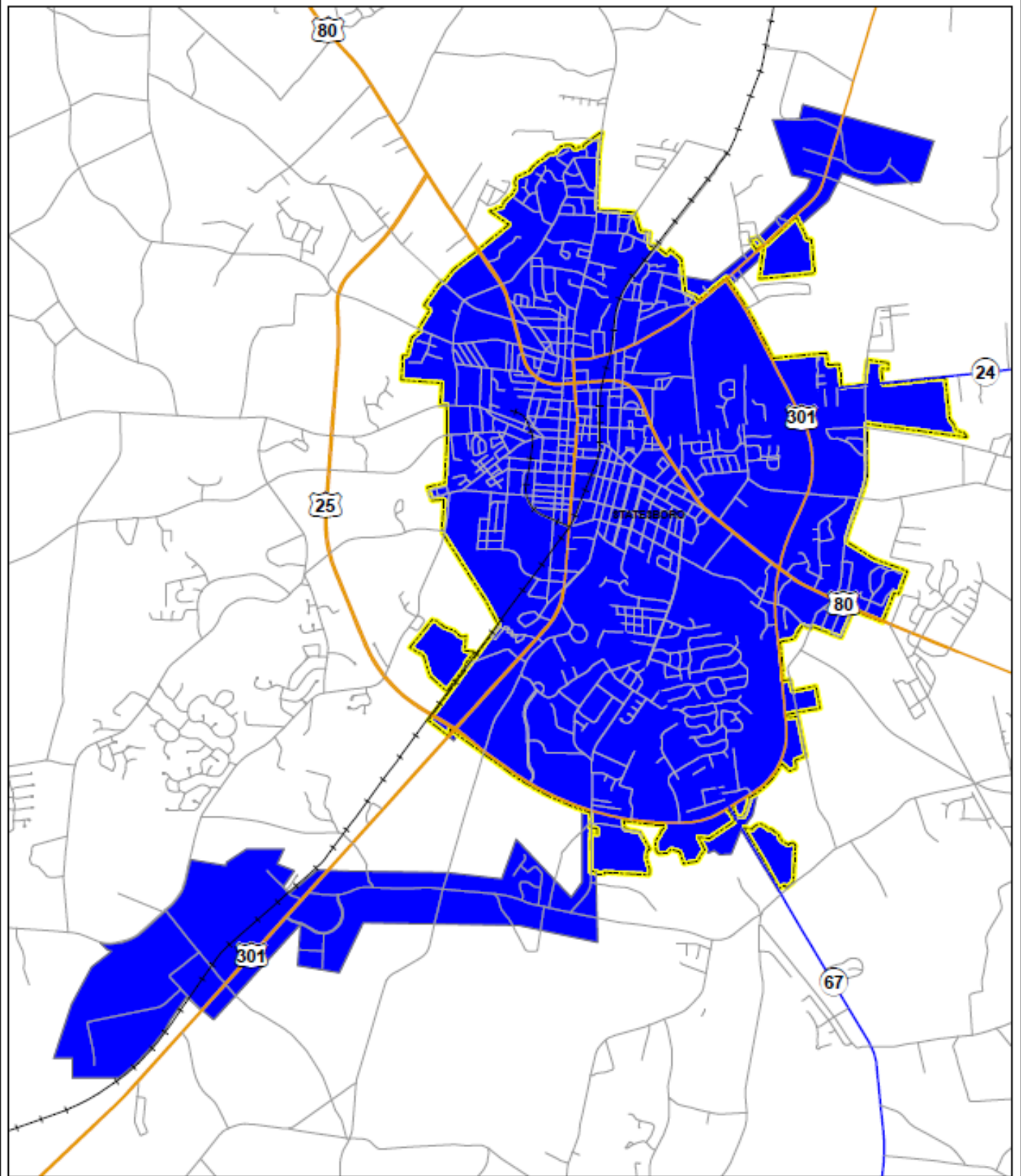
7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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



**TOWN OF PORTAL
WASTEWATER COLLECTION AND TREATMENT**





**CITY OF STATESBORO
WASTEWATER COLLECTION AND TREATMENT**





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Water Supply and Distribution |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Other.** Service Provider: *The City of Statesboro, Town of Brooklet, Town of Portal, and Town of Register all provide water to residents living inside their respective corporate limits, and with the exception of Brooklet, each city provides water to some residents living outside the city limits. Maps are attached to show geographic service areas. Each city charges a higher rate for water services to residents living outside their city limits. Each city has provided a justification for rate differentials.*

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------------|
| City of Statesboro | Water-sewer fund, user fees |
| Town of Brooklet | User fees |
| Town of Portal | User fees |
| Town of Register | User fees |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Each municipality provides water service to their respective residents, and Statesboro, Portal, and Register provide water to some residents outside their city limits. Portal provides water to residents living roughly in a ¼ mile band around the city limits. Portal charges residents outside the city limits approximately 23% more than residents inside the city limits. This rate disparity is explained in the attached letter from Mayor Brown. Register provides water to two residents outside its city limits, and these customers are charged the same rate as customers inside the city limits. Brooklet provides water only to customers within its city limits. The geographic service areas are shown on the attached maps. Bulloch County does not currently provide water services to its residents, although the county does not preclude its right to provide this service to unincorporated areas in the future. In the event that the County does begin providing water services, the County shall not attempt to provide water services to customers which are at that time being served by Statesboro, Brooklet, Portal, or Register.

The City of Statesboro and the Bulloch County Board of Commissioners covenant and agree that the water and sewer charges outside the limits of the City of Statesboro for furnishing such services to unincorporated users shall remain at the rate presently charged by the City of Statesboro, and the City will pay a portion of such charges to the County quarterly in an amount equal to the debt service that the County pays for that quarter on GEFA loan numbers 95-5-84-WS, 94-579-WJ, and 88-884-WJ, said payments not to exceed \$135,900.00 annually. Upon the retirement of all said GEFA loans, the City's quarterly payments to the County pursuant to this agreement will terminate.

COUNCILMEN
Keith Brown
Jimmy Costley
Roy Jarriel
Larry Motes
Cindy McCullough

City of Portal
P.O. Box 89 27209 Hwy 80
PORTAL, Georgia 30450
(912) 865-2561 Fax (912) 865-5665

Bill Brown, Mayor
Eva Pitts, Clerk
Sam Brannen, City Attorney

March 16, 1999

RE: Water Rates Analysis

As you requested, the Town of Portal has prepared an analysis of current water rates for customers inside the city versus rates charged for customers outside the city limits. Water service is available to all residents within the city limits as well as those living $\frac{1}{4}$ mile outside the city limits. The rate schedule is as follows:

Inside city limits: \$12.25 first 2,000 gallons
 \$1.50 per 1,000 over the minimum up to 10,000 gallons


Outside city limits: \$15.00 first 2,000 gallons
 \$1.65 per 1,000 over the minimum up to 10,000 gallons

Water customers outside the city limits have a higher cost of service for the following reasons:

1. The residents of the Town of Portal own the water pump. Residents within the $\frac{1}{4}$ mile band around Portal have the option of accessing city water, which benefits these citizens who would otherwise need to dig a well.
2. Several years ago when the town received federal funds to upgrade the water system, FHA set the water rates at their current level.
3. The Town of Portal maintains all water lines up to the service meter at the residence. The additional cost for users outside the city limits helps pay for administrative costs related to maintenance needs for these residents.

The current water rate structure is justified for the reasons listed above. If additional information is needed or if I can answer any questions about this matter, please feel free to call me.

Sincerely,



Bill Brown, Mayor
Town of Portal

June 9, 1998

A motion was made by Keith Brown, seconded by Larry Motes to raise the water rates becoming effective for July Water, billed for August 1, 1998.

Increased rates are:

Inside city limits

\$12.25 minimum first 2,000 gal.

\$1.50 per 1,000 gal. over the minimum up to 10,000 gal

\$1.00 per 1,000 gal. all over 10,000 gal.

Outside city limits

\$15.00 minimum first 2,000 gal.

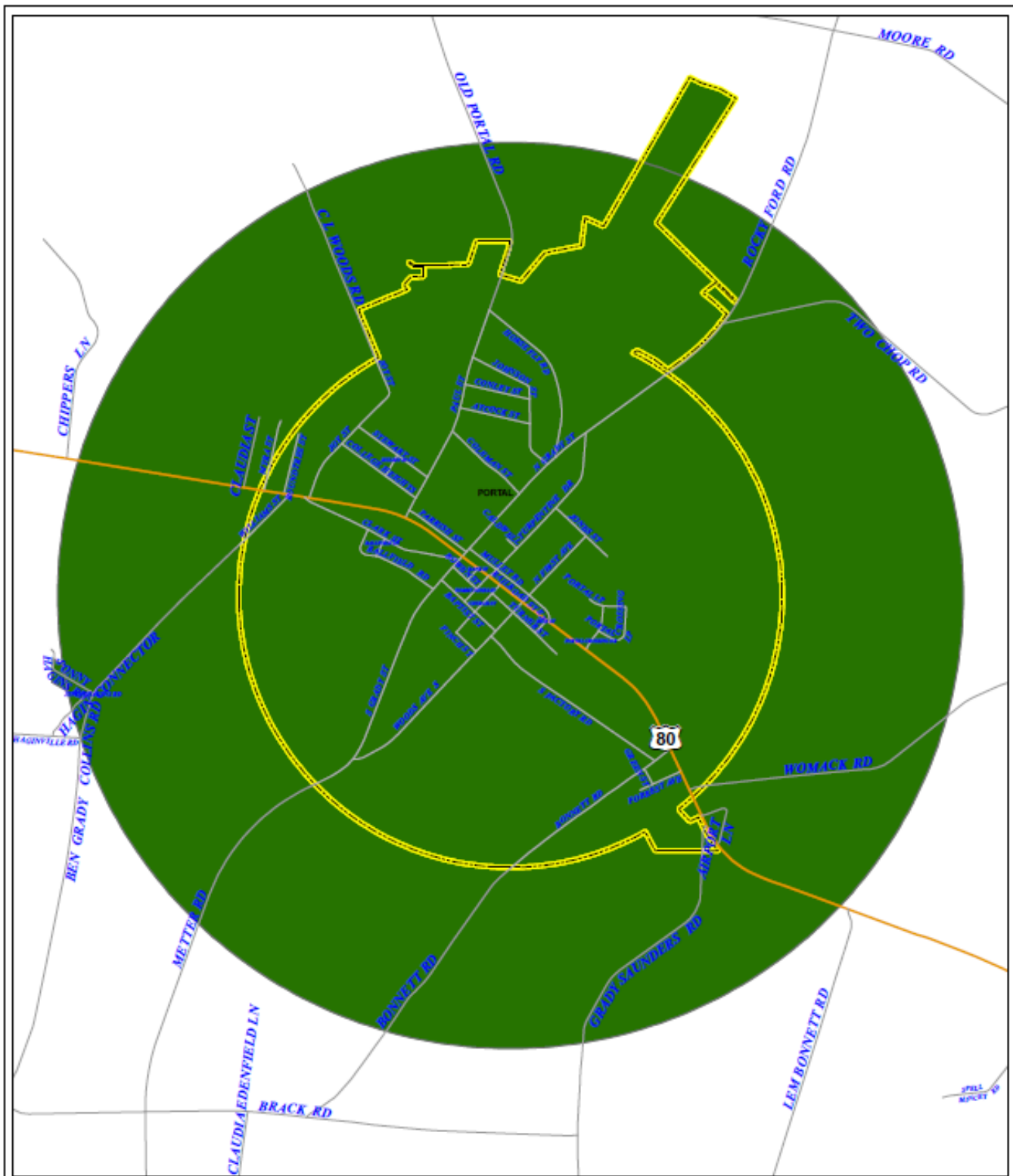
\$1.65 per 1,000 gal. over the minimum up to 10,000 gal

\$1.00 per 1,000 gal. all over 10,000 gal.

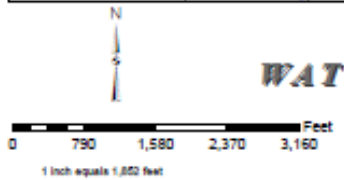
There being no further business, the meeting was duly adjourned.

Respectfully submitted

Mayer - Bill Brown
Clerk - Lisa Pitts



**TOWN OF PORTAL
WATER SUPPLY AND DISTRIBUTION**



XII. PROPOSED RATE STRUCTURE AND REVENUE:

To generate the required revenue to repay the loan, the Town of Portal must experience a rate increase. The Town must generate a total of \$76,663.94 annually to repay the \$503,600.00 loan. To accomplish this it is recommended to increase the rates as shown in Table 5. The average residential customer consumes an average of 5,000 gal/month. On March 31, 1992 a public hearing was held and there was no objections by the residents for the rate increase.

TABLE 5

**RESIDENTIAL
IN-TOWN
PROPOSED RATE STRUCTURE**

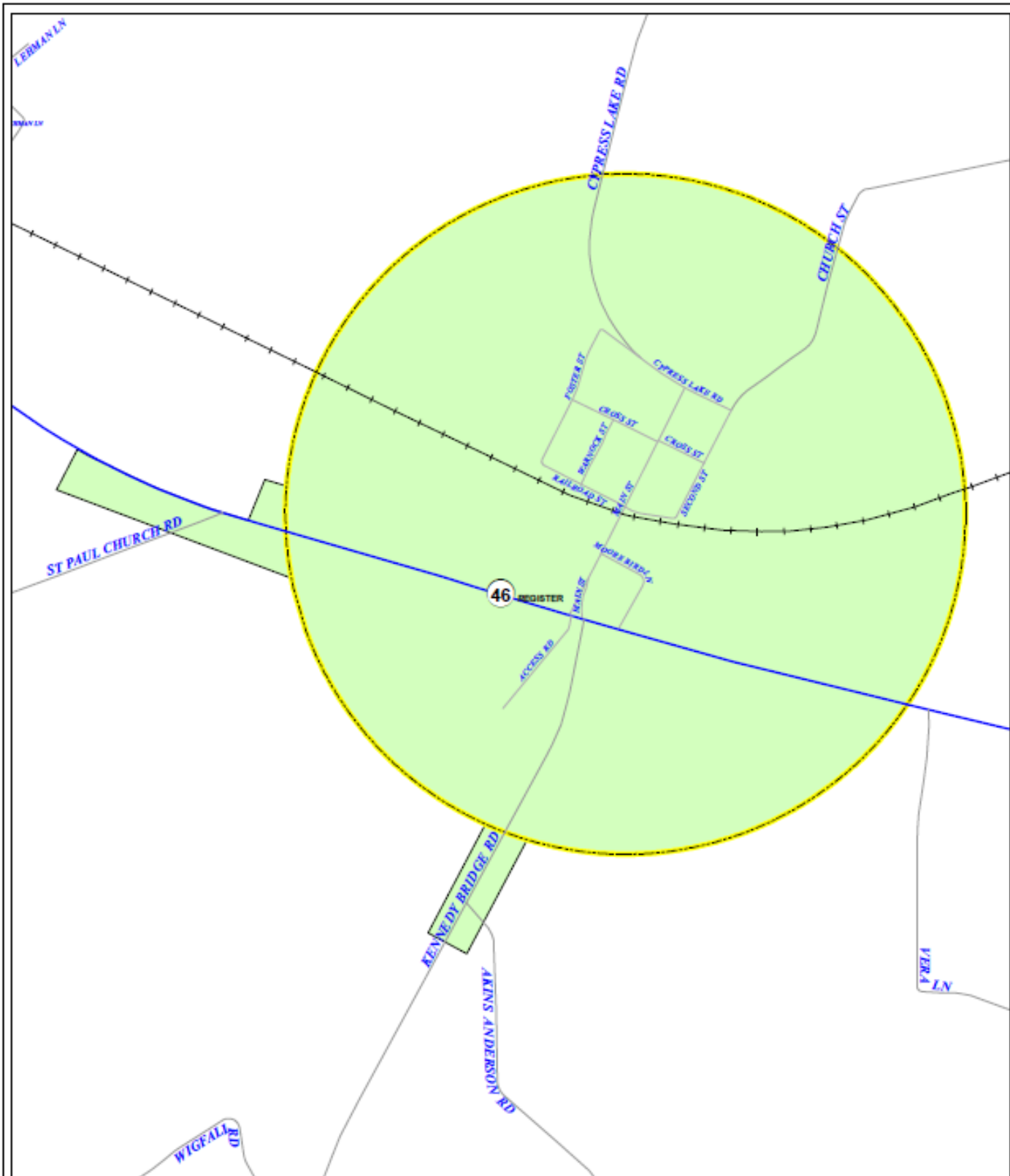
| <u>GALLONS/MONTH</u> | <u>RATE</u> |
|----------------------|-----------------|
| 0-2,000 | \$12.00 minimum |
| 2,000-10,000 | \$ 1.35 |
| 10,000-UP | \$ 1.00 |

**RESIDENTIAL
OUT-OF-TOWN
PROPOSED RATE STRUCTURE**

| <u>GALLONS/MONTH</u> | <u>RATE</u> |
|----------------------|-------------|
| 0-2,000 (Min) | \$14.00 |
| 2,000-10,000 | \$ 1.50 |
| 10,000-UP | \$ 1.00 |

**COMMERCIAL
IN-TOWN
PROPOSED RATE STRUCTURE**

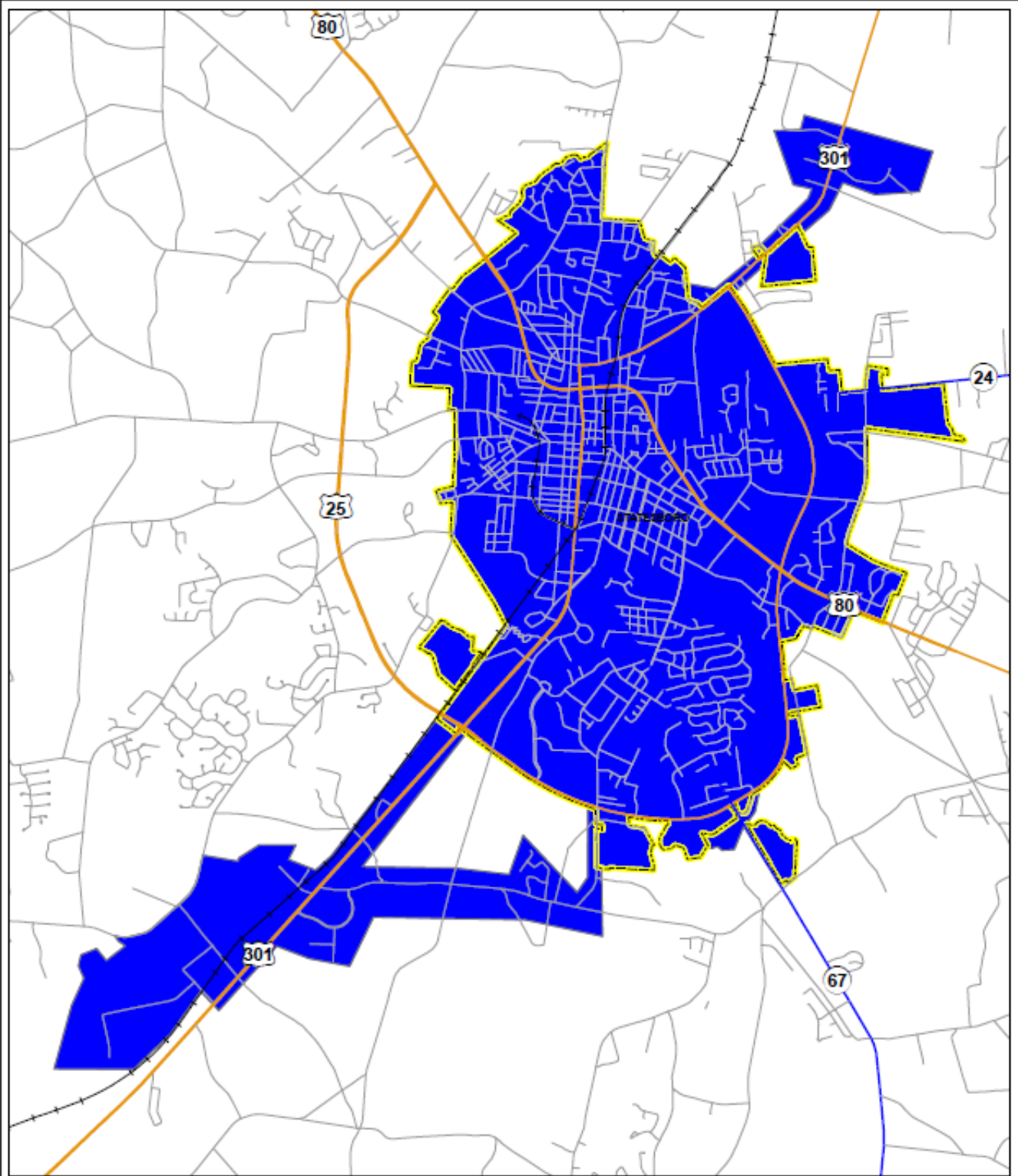
| <u>GALLONS/MONTH</u> | <u>RATE</u> |
|----------------------|-----------------|
| 0-25,000 | \$50.00 minimum |
| 25,000-UP | \$ 1.00 |



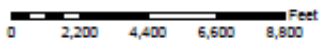
**TOWN OF REGISTER
WATER SUPPLY AND DISTRIBUTION**



0 400 800 1,200 1,600 Feet
1 inch equals 890 feet



**CITY OF STATESBORO
WATER SUPPLY AND DISTRIBUTION**



1 inch equals 5,284 feet





SERVICE DELIVERY STRATEGY

Form 2: Summary of Service Delivery Arrangements

Instructions: Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 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: Bulloch | Service: Zoning |
|------------------------|------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- One or more cities will provide this service within their incorporated boundaries, and the county will provide the service in unincorporated areas: *Service Provider: Bulloch County, City of Statesboro, Town of Brooklet, Town of Portal, Town of Register*

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this 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 |
|-------------------------------|-------------------------|
| Bulloch County | Unincorporated revenues |
| City of Statesboro | General fund |
| Town of Brooklet | General fund |
| Town of Portal | General fund |
| Town of Register | General fund |

4. How will the strategy change the previous arrangement 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?

7. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**

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

SERVICE DELIVERY TERMS

Bulloch County adopted a zoning ordinance in 1994 for all unincorporated areas of Bulloch County. Bulloch County has a seven member zoning board appointed by the Board of Commissioners which presides over zoning hearings. County staff members are responsible for reviewing plans for compliance with the zoning ordinance, interpreting the zoning ordinance for citizens and members of the zoning board, preparing for zoning hearings and zoning issues presented at meetings of the Board of Commissioners, maintaining minutes for zoning hearings and maintaining and updating all zoning maps and regulations. This service is provided by the county to unincorporated areas and is funded through permits and other unincorporated revenues. The City of Statesboro, Town of Portal, Town of Register, and Town of Brooklet also adopted zoning ordinances for their respective incorporated areas. Staff in those cities are responsible for maintaining and administering the zoning ordinances in each city, and the service is provided only within the incorporated limits of those cities. Funding for this service in Brooklet, Portal, Register and Statesboro is provided through each city's general fund.



SERVICE DELIVERY STRATEGY

Form 3: Summary of Land Use Agreements

Instructions: Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. 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: Bulloch

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

Provide Details Here

No conflicts have been identified.

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

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

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

Describe "Other" Measures Here

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. 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?

In all effort to insure that extraterritorial water and service extensions or improvements are consistent with all applicable land use plans and ordinances, the respective member governments of Bulloch County, by adopting the service delivery agreement, also agree to establish the following process for the provision of extraterritorial water and sewer services.

- 1) Prior to initiating the provision of water and sewer services outside the boundaries of that respective local government, the City will notify the County government of the services to be provided, the proposed service area, and the anticipated impact on the future land use classification. The notification will include, at a minimum, information on location of property, size of the proposed service area, proposed purpose of the extension (i.e., proposed change in land use), and the current and future land use classification. For the purposes of official notification of the county as required by this agreement, notification of the county shall be achieved by delivery of the required information to the County Manager. Concurrent with the notification to the County Manager, the city will forward the proposed extraterritorial extension data required above to the county Zoning Administrator for review. Within 10 working days following receipt of the above information, the County will forward to the City a statement either: (a) indicating that the County has no objection to the proposed extraterritorial water or sewer service and its consistency with the land use plan and all applicable ordinances; or (b) describing its bona fide objection(s) and explaining why the proposal is inconsistent with the land use plan and all applicable ordinances, providing supporting evidence, and including a list of any possible stipulations or conditions that would alleviate the county's objections.
- 2) If the County has no objection or fails to respond within the aforementioned time frame to the City's proposed extraterritorial water or sewer service, the City is free to proceed with the provision of the service.
- 3) If the County notifies the City that it has a bona fide objection(s), the City will respond to the County in writing within 10 working days of receiving the County's objection(s) 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) disagreeing that the County's objection is bona fide and notifying the County that the City will seek a declaratory judgment in court; (d) meeting with appointed

representatives from the City and County to mitigate the issue and thereby resolve the County's objection(s) before mediation; or (e) initiating a 30-day (maximum) mediation process to discuss possible compromises with a mediator selected from the list of mediators approved by the Georgia Department of Community Affairs.

- 4) If the City initiates mediation, the City and County will agree on a mediator, mediation schedule, and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.
- 5) If no resolution of the County's bona fide land use classification objection(s) results from the mediation, the City will not proceed with the proposed extension or improvements to the water and sewer service.
- 6) If the City and County reach agreement as described in step 3(a), 3(b), or 3(d) or as a result of the mediation, the City is free to proceed with the extraterritorial water or sewer service.

This extraterritorial process for water and sewer services shall remain in force and effect until and unless the service delivery agreement is formally amended by the respective member governments.

4. Person completing form: **Andy Welch** Phone Number: **(912) 764-6245** Date Completed: **June 1, 2009**
5. 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



SERVICE DELIVERY STRATEGY

FORM 5: CERTIFICATIONS FOR REVISION/EXTENSION OF EXISTING SDS

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.

COUNTY: BULLOCH

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

1. We have reviewed our existing Service Delivery Strategy and have determined that: **(Check only 1 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; we authorize its extension until:

Enter End-Date for SDS Extension

OR

B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

NOTE:

If Option A is selected, only this form, signed by the authorized 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 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.

2. 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);
3. 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));
4. 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));
5. 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));
6. 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
8. 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).

SDS FORM 5, continued

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|--------------------|---------------|------------------------|-----------------------|---------|
| Bulloch County | Chairman | Garrett Nevil | <i>Garrett Nevil</i> | 6-16-09 |
| Town of Brooklet | Mayor | Joe Grooms | <i>Joe Grooms</i> | 6/18/09 |
| Town of Portal | Mayor | Larry W. Motes | <i>Larry W. Motes</i> | 6-18-09 |
| Town of Register | Mayor | Katie O'Grady | <i>Katie O'Grady</i> | 062409 |
| City of Statesboro | Mayor | William S. Hatcher, II | <i>Joe Brannen</i> | 6/21/09 |
| City of Statesboro | Mayor Pro Tem | Joe Brannen | | |