



W. BURRELL ELLIS, JR.  
CHIEF EXECUTIVE OFFICER

December 20, 2010

RECEIVED

DEC 31 2010

**VIA HAND DELIVERY**

Mr. Jim Frederick  
Director  
Georgia Department of Community Affairs  
Office of Planning and Quality Growth  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329

**RE: 2010 Service Delivery Strategy Update**

Dear Mr. Frederick:

On behalf of DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain, I am hereby submitting the Service Delivery Strategy for DeKalb County.

Please feel free to contact me at your convenience if you have any questions or comments.

Sincerely,

W. Burrell Ellis, Jr.

Attachment

cc: Mayor Kasim Reed, City of Atlanta  
Mayor Ed Rieker, City of Avondale Estates  
Mayor R. Eric Clarkson, City of Chamblee  
Mayor Howard Tygrett, City of Clarkston  
Mayor Bill Floyd, City of Decatur  
Mayor Ray Jenkins, City of Doraville  
Mayor Ken Wright, City of Dunwoody  
Mayor Tonya Peterson, City of Lithonia  
Mayor Greg Zarus, City of Pine Lake  
Mayor Patricia Wheeler, City of Stone Mountain  
Renetta Hobson, Intergovernmental Coordinator, DCA



# DeKalb County

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## 2010 Service Delivery Strategy

*Includes the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur,  
Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain*



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December 20, 2010

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Director  
Georgia Department of Community Affairs  
Office of Planning and Quality Growth  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329

**RE: 2010 Service Delivery Strategy Update**

Dear Mr. Frederick:

On behalf of DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain, I am hereby submitting the Service Delivery Strategy for DeKalb County.

Please feel free to contact me at your convenience if you have any questions or comments.

Sincerely,

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Attachment

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Mayor Greg Zarus, City of Pine Lake  
Mayor Patricia Wheeler, City of Stone Mountain  
Renetta Hobson, Intergovernmental Coordinator, DCA

CLARK HARRISON BUILDING  
330 W. PONCE DE LEON AVENUE  
DECATUR, GEORGIA 30030  
(404) 371-2881

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SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: DEKALB COUNTY

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. 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 that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it 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).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the 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 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="824 1180 1528 1413" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p><b><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.servicedelivery.org">www.dca.servicedelivery.org</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></b></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.

8. Email the completed forms and any attachments as .pdf attachments to: [pemd.opgga@dca.ga.gov](mailto:pemd.opgga@dca.ga.gov), or mail the completed forms along with any attachments to:

**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 UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which can continue as previously agreed with no need for modification.

General Services, Legal/Judicial Services, Public Safety, Planning/Development Services, Structural Inspections/Permits, Land Development, Planning/Related, Public Works, Leisure Services, and Health and Social Services. See the attached Matrix of Services in DeKalb. Attachment B

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Parks, Recreation Services, and Police.



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 this page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:DEKALB COUNTY**

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

None

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

<b>NOTE:</b>
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? (See Attachments A and C)

4. Person completing form: **Cedric Hudson**

Phone number: **404-371-2789**      Date completed: 12/14/10

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

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

**ANDREW BAKER, AICP, ASSOCIATE DIRECTOR OF PLANNING AND DEVELOPMENT, 404-371-2155**



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

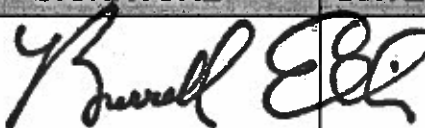
**Instructions:**

This 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: DeKalb County**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>DeKalb County</u>	Chief Executive Officer	Burrell Ellis, Jr.		



November 15, 2010

**RESOLUTION****A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.**

**WHEREAS**, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

**WHEREAS**, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

**WHEREAS**, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

**WHEREAS**, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, and April 27, 2010; and

**WHEREAS**, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

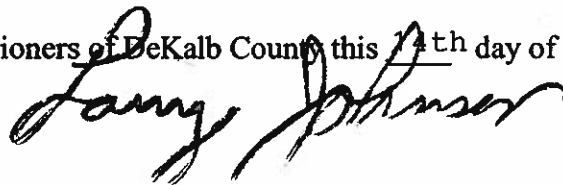
November 2010

**WHEREAS**, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 1, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

**NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of DeKalb County, and it is hereby resolved by authority of the same, that DeKalb County adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The Chief Executive Officer is authorized to execute all necessary documents so long as they substantially comply with this resolution.

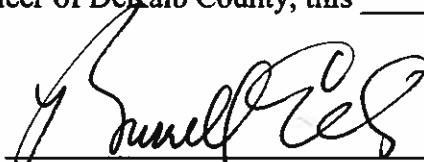
**BE IT FURTHER RESOLVED** that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

**APPROVED** by the Board of Commissioners of DeKalb County, this 14<sup>th</sup> day of December 2010.



**LARRY JOHNSON**  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

**APPROVED** by the Chief Executive Officer of DeKalb County, this 16<sup>th</sup> day of December 2010.



**W. BURRELL ELLIS, JR.**  
Chief Executive Officer  
DeKalb County, Georgia

November 2010

**ATTEST:**



**BARBARA H. SANDERS, CCC**  
Clerk to the Board of Commissioners  
and Chief Executive Officer of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**



**LISA E. CHANG**  
County Attorney  
DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**



**RICHARD STOGNER**  
Executive Assistant  
DeKalb County, Georgia



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**


**Instructions:**

This 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.

**CITY/COUNTY:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
Atlanta	Mayor	Kasim Reed		

10-R-2112

(Do Not Write Above This Line)

BY: FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION TO ADOPT THE SERVICE DELIVERY STRATEGY AGREEMENT BETWEEN THE CITY OF ATLANTA AND DEKALB COUNTY; AND FOR OTHER PURPOSES.

SUBSTITUTE

ADOPTED BY

DEC 0 6 2010

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Finance Executive

12/15/10

Chair: [Signature]

Action: Fav, Adv, Hold (see rev. side)

Other: Substitute

Members

[Signature]

[Signature]

Refer To: [Signature]

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Second Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Finance Executive

12/15/10

Chair: [Signature]

Action: Fav, Adv, Hold (see rev. side)

Other

Members

[Signature]

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

- FINAL COUNCIL ACTION
- 2nd
  - 1st & 2nd
  - 3rd
  - Consent
  - V Vote
  - RC Vote

CERTIFIED

CERTIFIED  
DEC 0 6 2010

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED  
DEC 0 6 2010

ROD BUNNINGER  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

DEC 1 5 2010

WITHOUT SIGNATURE  
BY OPERATION OF LAW



CITY COUNCIL  
ATLANTA, GEORGIA

10-R-2112

**A SUBSTITUTE RESOLUTION  
BY: FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION TO ADOPT THE SERVICE DELIVERY STRATEGY AGREEMENT BETWEEN THE CITY OF ATLANTA AND DEKALB COUNTY; AND FOR OTHER PURPOSES.**

**WHEREAS**, O.C.G.A. § 36-70-21 requires each county and municipality to execute an agreement for the implementation of a local government service delivery strategy (“SDS” or “SDS Agreement” as the context requires); and

**WHEREAS**, O.C.G.A. § 36-70-24(1) generally provides that the SDS must promote the delivery of local government services in the most efficient, effective, and responsive manner, including the identification of steps to be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery; and

**WHEREAS**, the City previously entered into SDS Agreements with DeKalb County and its municipalities (Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, and Stone Mountain) pursuant to Resolutions 99-R-1497 and 05-R-1859; and

**WHEREAS**, pursuant to Resolution 10-R-0797, the existing SDS Agreement between the City of Atlanta and DeKalb County and the aforementioned municipalities is set to expire on February 28, 2011; and

**WHEREAS**, O.C.G.A. § 36-70-25 provides that the county and each municipality within the county shall participate in the development of the SDS and which shall be approved by adoption of a resolution by: the county governing authority; the governing authority of each city within the county which has a population of 9,000 or greater within the county; the city which serves as the county seat; and by no less than 50% of the remaining cities which have a population of at least 500 persons within the county; and

**WHEREAS**, pursuant to O.C.G.A. § 36-70-25, DeKalb County must file the adopted SDS with the Georgia Department of Community Affairs (“DCA”) which must in turn verify that the SDS includes the required components enumerated in O.C.G.A. § 36-70-23 and the minimum criteria enumerated in O.C.G.A. § 36-70-24; and

**WHEREAS**, O.C.G.A. § 36-70-27 provides that no state administered financial assistance or grant, loan, or permit shall be issued (“sanctions”) to any local government or authority which is not included in a DCA verified SDS or for any project which is inconsistent with such SDS.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** and adopts the Service Delivery Strategy Agreement between the City of Atlanta and DeKalb County in the form on file with the Municipal Clerk and incorporated herein by reference and summarized in matrix format attached hereto as Exhibit “A”.



**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign all necessary documents and certifications so long as they substantially comply with this Resolution.

**BE IT FINALLY RESOLVED** that any and all Resolutions, or any part thereof, in conflict with this Resolution are hereby repealed.

A true copy,

*Rhonda Daughlin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
RETURNED WITHOUT SIGNATURE OF THE MAYOR  
APPROVED as per City Charter Section 2-403

DEC 06, 2010

DEC 15, 2010



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This 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:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Avondale Estates	Mayor	Ed Rieker		12.13.10



## RESOLUTION

### **A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR THE CITY OF AVONDALE ESTATES, AND FOR OTHER PURPOSES**

**WHEREAS**, O.C.G.A. § 36-70-1 *et. seq.* requires counties and municipalities to adopt a local government service delivery strategy; and,

**WHEREAS**, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the “Cities”) to develop and revise a service delivery strategy; and

**WHEREAS**, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

**WHEREAS**, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, and April 27, 2010; August 23, 2010; and

**WHEREAS**, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

**WHEREAS**, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 1, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

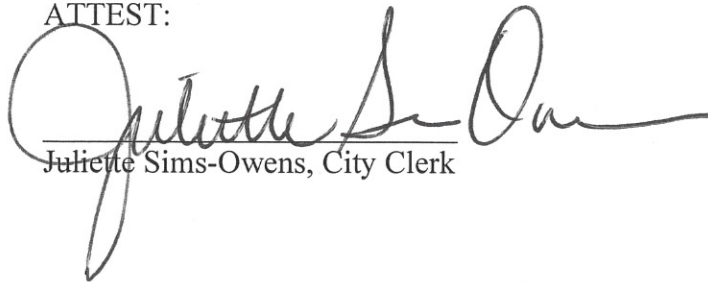
**NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of Avondale Estates, and it is hereby resolved by authority of the same, that the City of Avondale Estates adopts as its service delivery strategy the documents attached hereto and entitled as the “Service Delivery Strategy for DeKalb County.” Such strategy shall remain in full force and effect until October 31, 2016. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.

**BE IT FURTHER RESOLVED** that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

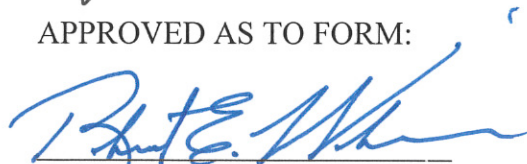
**APPROVED** by the Board of Mayor and Commissioners this 13<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
Ed Rieker, Mayor  
City of Avondale Estates

ATTEST:

  
\_\_\_\_\_  
Juliette Sims-Owens, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert E. Wilson  
City Attorney



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**


**Instructions:**

This 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.

**CITY/COUNTY:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Chamblee	Mayor	R. Eric Clarkson		12/16/2010

## RESOLUTION

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Chamblee; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Chamblee on August 17, 1999 and additional resolutions extending the local government service delivery strategy were subsequently adopted; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

WHEREAS, if a service delivery strategy is not adopted before December 31, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Chamblee, Georgia, and it is hereby resolved by authority of the same that the document known as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

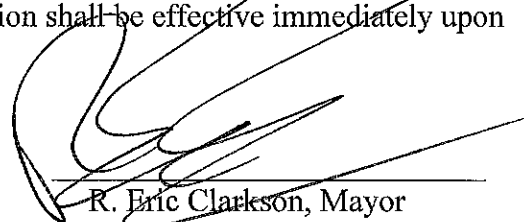
BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016.

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 16<sup>th</sup> day of December, 2010.

ATTEST:

  
Nancy Williams, City Clerk

  
R. Eric Clarkson, Mayor



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

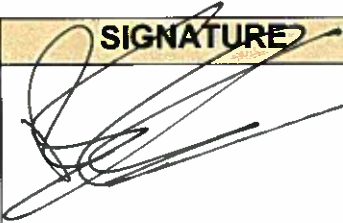
**Instructions:**

This 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: DeKalb**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>City of Chamblee</u>	Honorable Mayor	R. Eric Clarkson		9-21-10



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

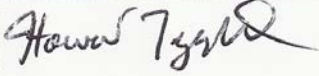
**Instructions:**

This 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: DeKalb**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>City of Clarkston</u>	Mayor	Howard Tygrett		12/20/2010

## RESOLUTION

### **A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR THE CITY OF CLARKSTON, AND FOR OTHER PURPOSES**

**WHEREAS**, O.C.G.A. § 36-70-1 *et. seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

**WHEREAS**, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

**WHEREAS**, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

**WHEREAS**, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010 and August 23, 2010; and

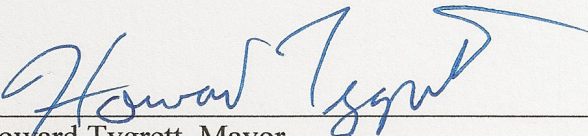
**WHEREAS**, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

**WHEREAS**, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 1, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

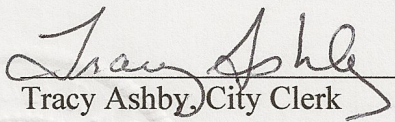
**NOW, THEREFORE, BE IT RESOLVED**, BY THE City Council of the City of Clarkston, and it is hereby resolved by authority of the same, that the City of Clarkston adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in full force and effect until October 31, 2016. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.

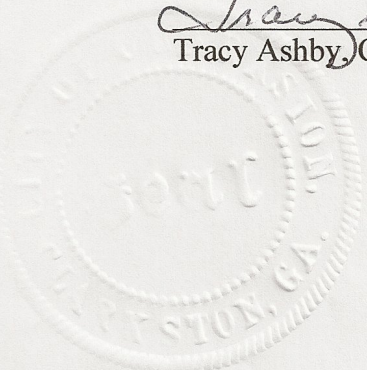
**BE IT FURTHER RESOLVED** that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

**APPROVED** by the City council this 8<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
Howard Tygrett, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Tracy Ashby, City Clerk







**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**


**Instructions:**

This 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.

**CITY/COUNTY:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>City of Decatur</u>	Mayor	William F. "Bill" Floyd		12/06/2010

**R-10-51**  
**RESOLUTION**

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Decatur; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Decatur on August 16, 1999 and resolutions extending the local government service delivery strategy were adopted on October 16, 2006; August 20, 2007; October 15, 2007; October 6, 2008; April 6, 2009; October 19, 2009; and, April 19, 2010; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

WHEREAS, if a service delivery strategy is not adopted before December 31, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, and it is hereby resolved by the authority of the same that the document known as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016.

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 6<sup>th</sup> day of December, 2010.

ATTEST:

  
Acting City Clerk

  
Mayor



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This 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.

**CITY/COUNTY:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
CITY OF DORAVILLE	MAYOR	RAY JENKINS	<i>Ray Jenkins</i>	12/21/10



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**


**Instructions:**

This 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:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Dunwoody	Mayor	Ken Wright		12/13/10

**A RESOLUTION TO APPROVE THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA AND THE CITY OF DUNWOODY, AND FOR OTHER PURPOSES**

- WHEREAS:** O.C.G.A. § 36-70-1, et. seq. requires counties and municipalities to adopt a local government service delivery strategy; and
- WHEREAS:** DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Chamblee, Doraville, Decatur, Lithonia, Clarkston, Stone Mountain, Pine Lake and Dunwoody (the "Cities") to develop and revise a service delivery strategy; and
- WHEREAS:** O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be established by adoption of a resolution:
- (1) By the DeKalb County governing authority;
  - (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the County;
  - (3) By the Municipality that serves as the DeKalb County site if not included in paragraph (2) of this subsection;
  - (4) And by no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the County if not included in paragraph (2) or (3) of this subsection; and
- WHEREAS:** a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, and April 27, 2010; and
- WHEREAS:** DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and
- WHEREAS,** if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 1, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council for the City of Dunwoody that the City of Dunwoody adopts as its service delivery strategy the documents attached hereto and entitled as the "service delivery strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this Resolution.

**BE IT FURTHER RESOLVED,** that any and all resolutions or any part thereof in conflict with this Resolution are hereby repealed. This Resolution shall be effective immediately upon its adoption.

**SO RESOLVED AND EFFECTIVE,** this 13<sup>th</sup> day of December, 2010.

Approved:



Ken Wright, Mayor

Attest:



Sharon Lowery, City Clerk (Seal)



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This 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.

**CITY/COUNTY:**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Lithonia	Mayor	Tonya Peterson Anderson		12-9-10

10 - 12 - 01

**A RESOLUTION**

**APPROVING THE RENEWAL OF THE LOCAL GOVERNMENT SERVICE  
DELIVERY STRATEGY AGREEMENT WITH DEKALB COUNTY.**

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Lithonia on September 2, 1999 and various resolutions extending the local government service delivery strategy were adopted on October 16, 2006; August 20, 2007; October 15, 2007; October 6, 2008; April 6, 2009; October 19, 2009; April 19, 2010; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

WHEREAS, if a service delivery strategy is not adopted before December 31, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.


NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the Mayor and City Council Members of the City of Lithonia, Georgia, and it is hereby resolved by the authority of the same that the document known as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

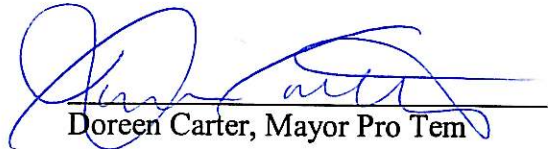
BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016.

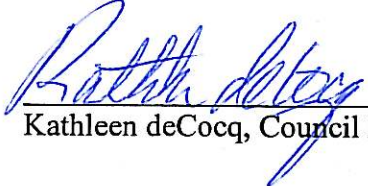
BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 6<sup>th</sup> day of December, 2010.

BY AND FOR THE CITY OF LITHONIA

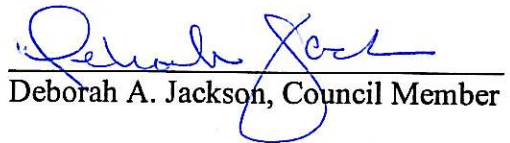
  
\_\_\_\_\_  
Tonya Peterson, Mayor

  
\_\_\_\_\_  
Doreen Carter, Mayor Pro Tem

  
\_\_\_\_\_  
Kathleen deCocq, Council Member

  
\_\_\_\_\_  
William Dodd, Council Member


  
\_\_\_\_\_  
Al T. Franklin, Council Member

  
\_\_\_\_\_  
Deborah A. Jackson, Council Member

ATTEST:

  
\_\_\_\_\_  
Missy Jones  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



**R-13-10**  
**RESOLUTION**

**WHEREAS**, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

**WHEREAS**, DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

**WHEREAS**, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

**WHEREAS**, the local government service delivery strategy agreement must be approved by the City of Pine Lake and,

**WHEREAS**, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Pine Lake on August 16, 1999 and resolutions extending the local government service delivery strategy were adopted on August 31, 2007; October 31, 2007; October 31, 2008; April 30, 2009; October 31, 2009; and April 12, 2010; and,

**WHEREAS**, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

**WHEREAS**, if a service delivery strategy is not adopted before December 31, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.

**NOW, THEREFORE, BE IT RESOLVED**, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, and it is hereby resolved by the authority of the same that the document known as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

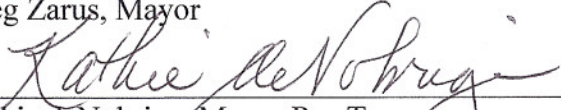
**BE IT FURTHER RESOLVED** that such strategy shall remain in force and effect until October 31, 2016.

**BE IT FURTHER RESOLVED** that any and all resolutions, or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 13th day of December, 2010.

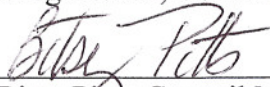
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Greg Zarus, Mayor

  
Kathie deNobriga, Mayor Pro-Tem

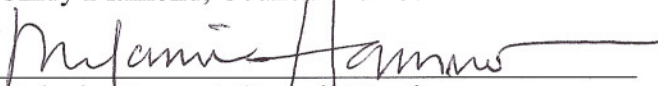
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Greg Creech, Council Member


  
Bitsy Pitts, Council Member

---

Cindy Diamond, Council Member

  
Melanie Hammet, Council Member

Attest:

  
Valerie Caldwell, City Clerk



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**


**Instructions:**

This 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.

**CITY/COUNTY: Pine Lake/DeKalb (population between 500 and 9000)**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>Pine Lake</u>	Mayor	Greg Zarus		12/02/10



Sammy Perdue  
Governor



Mike Beebe  
Commissioner



**Instructions:**

This 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.

**CITY/COUNTY:**

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

- We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
- Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
- Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
- Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Stone Mountain	Mayor	Patricia Wheeler 1	<i>Patricia Wheeler</i>	12/7/10

## RESOLUTION 2010-16

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Stone Mountain; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Stone Mountain on August 16, 1999 and resolutions extending the local government service delivery strategy were adopted on October 16, 2006; August 20, 2007; October 15, 2007; October 6, 2008; April 6, 2009; October 19, 2009; and, April 19, 2010; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

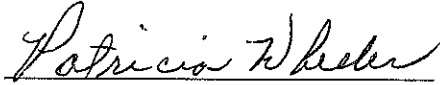
WHEREAS, if a service delivery strategy is not adopted before December 31, 2010, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Stone Mountain, Georgia, and it is hereby resolved by the authority of the same that the document known as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016.

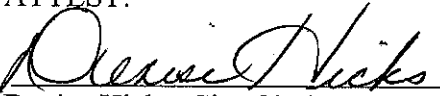
BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 7<sup>th</sup> day of December, 2010.

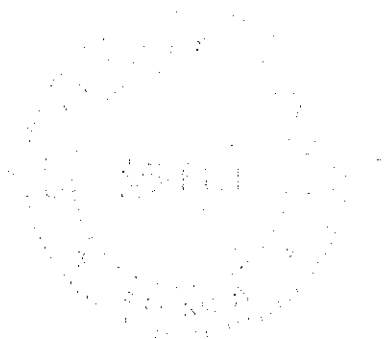


Patricia Wheeler, Mayor

ATTEST:



Denise Hicks, City Clerk



## **ATTACHMENT A**

### **Summary of Process to Resolve Disputes Over Land Use Classification for Annexed Areas**

The County and Cities agree to resolve disputes over land use classification for annexed areas pursuant to the procedure set forth in state law, O.C.G.A. § 36-36-110 *et seq.*

# DeKalb County Service Delivery Strategy 2010

## General Services in DeKalb Municipalities and Atlanta

General Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	C	D	D	D	D	D
Elections	D-IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D-IG-DC	IG-DC	D

### Definitions

<b>FINANCE</b>	Revenue collections, accounts payable, evaluation & administration of debt, accounting procedures, maintenance of fund accounting.
<b>PURCHASING</b>	Bid acceptance, vendor evaluation, administration of contracts, central supply.
<b>INFORMATION TECHNOLOGIES</b>	Computer hardware/software, system maintenance & technical support.
<b>ELECTIONS</b>	Appointment and compensation of workers, supply equipment & materials, process ballots, handle required advertisement.
<b>PERSONNEL</b>	Recruitment, compensation & benefits, training, etc. of employees.
<b>PROPERTY TAX COLLECTIONS/TAX BILLING</b>	Self explanatory.

**D:** Direct

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**IG-A:** Intergovernmental Agreement with an Authority

**J:** Joint Agreement

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**A:** Authority

**IGA-ATL:** Intergovernmental Agreement with Atlanta

**N/A:** Not Available

**DC:** DeKalb County



# DeKalb County Service Delivery Strategy 2010

## Legal/Judicial Services in DeKalb Municipalities and Atlanta

Legal/Judicial Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Municipal/ Recorders Court	D	D	D	D	D	D	D	D	D	D	D
Public Defender	D	C	C	C	C	C	C	C	C	C	D
Solicitor	D	C	C	C	C	C	C	C	C	C	D
Local Government Attorney	D	C	C	C	C	C	D	C	C	C	D

### Definitions

<b>MUNICIPAL / RECORDERS COURT</b>	Includes Judges and Clerks.
<b>PUBLIC DEFENDER</b>	Self explanatory.
<b>SOLICITOR</b>	Self explanatory.
<b>LOCAL GOVERNMENT</b>	Self explanatory.

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- J:** Joint Agreement
- C:** Contract
- A:** Authority
- IGA-ATL:** Intergovernmental Agreement with Atlanta
- N/A:** Not Available
- DC:** DeKalb County

# DeKalb County Service Delivery Strategy 2010

## Public Safety Services in DeKalb Municipalities and Atlanta

Public Safety	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Police (Basic)	D	D/DC	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	D	DC	DC	DC	D/DC	D	D	DC	DC	DC	D
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	D-DC	DC	DC	D
Marshall/ Real Estate & Warrants	D	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D
Fire	D	DC	DC-IG-DC	DC	D	DC	IG-DC	DC	DC	DC	D
Animal Control	IG-BOH	DC	D	DC	D	D	DC	DC	DC	DC	D
EMS	DC	DC	DC	DC	DC	DC	IG-DC	DC	DC	DC	D
911	D	IG-DC	D	IG-DC	D	D	IG-DC	DC	IG-DC	IG-DC	D
Dispatch	D	IG-DC	D	IG-DC	D	D	IG-DC	DC	IG-DC	IG-DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	D	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	D

### Definitions

<b>POLICE- BASIC</b>	Comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation, and crime scene investigation
<b>POLICE-NON BASIC</b>	Comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division.
<b>SHERIFF/JAIL &amp; EVICTIONS</b>	Self explanatory.
<b>MARSHALL/REAL ESTATE &amp; WARRANTS</b>	Self explanatory.
<b>FIRE</b>	Self explanatory.
<b>ANIMAL CONTROL</b>	Self explanatory.
<b>EMS</b>	Self explanatory.
<b>911</b>	Self explanatory.
<b>DISPATCH</b>	Self explanatory.
<b>MEDICAL EXAMINER</b>	Self explanatory.
<b>EMERGENCY MANAGEMENT</b>	Self explanatory.

**D:** Direct (City)

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**C:** Contract

**A:** Authority

**IGA-ATL:** Intergovernmental Agreement with Atlanta

**N/A:** Not Available

**DC:** DeKalb County

# DeKalb County Service Delivery Strategy 2010

## Planning and Development Services in DeKalb Municipalities and Atlanta

Planning / Development	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Economic Development	D/A	D	D	D	D/A	D	D	A	N/A	D	D
Community Development CDBG / HOME /ESGP	N/A	N/A	IG-DC	J	J	IG-DC	D	J	N/A	J-DC	D
Community Development - Homelessness	J	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D
Structural Inspections / Permits	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plans Review	D	DC	D	D	D	D	D	C	DC	D	D
Electrical Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Building Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Plumbing Inspection	D	DC	D	D	D	D	D	C	DC	D	D
HVAC Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Land Development	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plan Review Coordination	D	DC	D	D	D	J-DC	D	DC	D	D	D
Land Development Plan Review	D	DC	D	D	D	D	D	DC	D	D	D
Land Development Inspection	D	DC	D	D	D	D	D	DC	DC	D	D
Final Plat Processing	D	D	D	D	D	D	D	D/DC	D	D	D
Bond Management	D	D	D	D	D	D	D	D/DC	D	D	D
Sewer	D	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC
Permits and Zoning	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Building Permits	D	DC	D	D	D	D	D	C	DC	D	D
Plans Review	D	DC	D	D	D	D	D	C	DC	D	D
Zoning Review	D	D	D	D	D	D	D	C	DC	D	D
Trade Permits	D	DC	D	D	D	D	D	C	DC	D	D
Certificate of Occupancy	D	D	D	D	D	D	D	C	DC	D	D
Planning & Related	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Planning / Zoning	D	D	D	D	D	D	D	D	D	D	D
Code Enforcement	D	D	D	D	D	D	D	D	D	D	D
Public Housing	A	N/A	N/A	A	A	N/A	N/A	A	N/A	N/A	A

### Definitions

**ECONOMIC DEVELOPMENT** Recruiting & retention of business, community revitalization & Development Authorities.

**CDBG** Self explanatory.

**BUILDING INSPECTIONS / BUILDING PERMITS** New or structural construction including Electrical, HVAC, & Plumbing & Development.

**TRADE PERMITS** Includes permitting for Electrical, HVAC, & Plumbing

**PLANNING/ZONING** Self explanatory.

**CODE ENFORCEMENT** Self explanatory.

**PUBLIC HOUSING** Self explanatory.

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**N/A:** Not Available

**DC:** DeKalb County

## DeKalb County Service Delivery Strategy 2010

### Public Works Services in DeKalb Municipalities and Atlanta

Public Works	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	IG-DC	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.									D-IG
Wastewater Collection & Treatment	IG-DC										D
Refuse Collection	D	DC	DC	DC	DC	C	DC	DC	DC	C	C
Landfill	C	D	D	D	D	C	IG-DC	IG-DC	D	C	D
Recycling Programs	C	DC	DC	DC	D/DC	DC	D	DC	DC	DC	D
Street Construction & Maintenance	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	D	IG-DC	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D
Traffic Engineering	D	J	J	J	D/J	J	D	J	J	J	D
Storm Water	D	N/A	N/A	N/A	D	N/A	N/A	D	N/A	D	D
Cemetery	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D
Airport	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D

#### Definitions

<b>WATER TREATMENT/WATER DISTRIBUTION</b>	Self explanatory.
<b>WASTEWATER COLLECTIONS &amp; TREATMENT</b>	Self explanatory.
<b>REFUSE COLLECTION</b>	Self explanatory.
<b>LANDFILL</b>	Use of public, private or DeKalb County is considered contract; not intergovernmental agreement.
<b>RECYCLING PROGRAMS</b>	Self explanatory.
<b>STREET CONSTRUCTION &amp; MAINTENANCE</b>	Re-paving (not including LARP), pothole repair, the maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination.
<b>STREET CLEANING</b>	Right of way mowing, tree trimming, leaf removal, etc.
<b>TRAFFIC ENGINEERING</b>	Self explanatory.
<b>STORM WATER</b>	Self explanatory.
<b>CEMETERY</b>	Self explanatory.
<b>AIRPORT</b>	Self explanatory.

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**N/A:** Not Available

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## DeKalb County Service Delivery Strategy 2010

### Leisure Services in DeKalb Municipalities and Atlanta

Leisure Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	D	D	D	D	D	D	D	DC	DC	D	D
Recreation Programs	D	D	D	D	D	D	D	DC	DC	D	D
Libraries	DC	DC	DC	DC	DC	IG-DC	IG-DC	DC	DC	DC	D

### Definitions

<b>PARKS</b>	Physical facilities.
<b>RECREATION PROGRAMS</b>	Conducted by formal, paid staff; not to include volunteer community programs.
<b>LIBRARIES</b>	Self explanatory.

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- N/A:** Not Available
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# DeKalb County Service Delivery Strategy 2010

## Health and Social Services Services in DeKalb County Cities

Health and Social Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County as an enterprise fund paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.									D
Hospital	N/A										D
Mental Health / Substance Abuse	N/A										D
Welfare	N/A										D
Senior Services	N/A										D

### Definitions

<b>PHYSICAL HEALTH:</b>	Services provided by the DeKalb County Board of health, including primary health care and clinical laboratory services such as immunizations, flu shots, hearing and vision examinations, prenatal services, adolescent health services and communicable disease clinics. Services also include injury control, birth and death certificates, health data collection and through the Environmental Health Division the inspection of restaurants, swimming pools and septic tanks. The board of Health is funded through the Georgia Department of Human Resources, along with fees for services, grants and contributions.
<b>HOSPITAL</b>	Services provided through the Fulton-DeKalb Hospital Authority, known as the Grady Health System. This is a joint authority, with partial funding by Fulton and DeKalb Counties. Services are also provided through the DeKalb Hospital Authority, which is DeKalb Medical Center.
<b>MENTAL HEALTH/SUBSTANCE ABUSE</b>	Services are provided through the DeKalb County Community Service Board. The services include comprehensive preventive, early detection, rehabilitation and treatment services for five major groups: adults with serious or chronic mental illness, children and adolescents who are severely emotionally disturbed people who are mentally retarded, adults addicted to alcohol or other drugs and teens with alcohol and drug problems. Services are provided through community mental health center clinics, mental retardation day training centers, detoxification units, day treatment programs, and a variety of residential programs for all disability groups. A number of the community programs are operated through contracts with private nonprofit agencies.
<b>WELFARE</b>	(Temporary Assistance for Needy Families/TANF) – State program based in DeKalb County. TANF provides assistance to needy families with children on a temporary basis and provides parents with job preparation, work opportunities and other support services such as child care, to enable them to become self-sufficient and leave the program as soon as possible. Services also include foster care and adoption where appropriate, helps parents collect child support and provide adult protection services.
<b>SENIOR SERVICES</b>	Services provided through Senior Connections, a non-profit organization designated by the County to provide comprehensive services for persons 5 and older. Services include congregate meals and fellowship, transportation, home-delivered meals, home health care and home maintenance programs. Programs are designed to help older people maintain independence and avoid premature institutionalization.

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**N/A:** Not Available

**DC:** DeKalb County

## **ATTACHMENT C**

The County provides water and sewer service in the unincorporated and incorporated areas, except the City of Atlanta, and therefore ensures that all applicable service is consistent with all applicable land use plans and ordinances. These services are provided by DeKalb County as an enterprise fund paid for by user fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County. Atlanta provides water and sewer service in the City of Atlanta and does not provide any extraterritorial water and sewer service in DeKalb County.

# DeKalb County Service Delivery Strategy 2010

## General Services in DeKalb Municipalities and Atlanta

General Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	C	D	D	D	D	D
Elections	D-IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D-IG-DC	IG-DC	D

### Definitions

<b>FINANCE</b>	Revenue collections, accounts payable, evaluation & administration of debt, accounting procedures, maintenance of fund accounting.
<b>PURCHASING</b>	Bid acceptance, vendor evaluation, administration of contracts, central supply.
<b>INFORMATION TECHNOLOGIES</b>	Computer hardware/software, system maintenance & technical support.
<b>ELECTIONS</b>	Appointment and compensation of workers, supply equipment & materials, process ballots, handle required advertisement.
<b>PERSONNEL</b>	Recruitment, compensation & benefits, training, etc. of employees.
<b>PROPERTY TAX COLLECTIONS/TAX BILLING</b>	Self explanatory.

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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: DEKALB COUNTY**

**Service: Finance**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Fund

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

No Changes

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:Purchasing**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Fund

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

No Changes

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:Informaton Technology**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Fund

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

No Changes

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Elections**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
(Most recent/sample attached)	Individual cities with DeKalb County	Per Election

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



## 09-O-1394

### A SUBSTITUTE ORDINANCE BY COMMITTEE ON COUNCIL

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE CITY OF ATLANTA 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH WITHIN THAT PORTION OF ATLANTA WHICH LIES IN DEKALB COUNTY ON NOVEMBER 3, 2009; AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION ON DECEMBER 1, 2009; AND ALL FUTURE ELECTIONS UNTIL DECEMBER 31<sup>st</sup> 2058 TO AUTHORIZE THAT EXPENSES INCURRED UNDER THE CONTRACT BE PAID FROM THE ALLOCATION PREVIOUSLY AUTHORIZED BY ORDINANCE 09-O-0654; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH ITS ELECTION SUPERVISOR ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.**

**WHEREAS**, in accordance with Section 21-2-45(c) of the State of Georgia Elections Code, the City of Atlanta may authorize DeKalb County by ordinance to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

**WHEREAS**, the City of Atlanta wishes to enter into a contract with DeKalb County to conduct a General Municipal Election and any Special Election(s) held in conjunction herewith, and if necessary a General Run-off Election; and

**WHEREAS**, the governing authority of the City in accordance with Section 21-2- 70.1(b) of the State of Georgia Elections Code shall appoint a municipal election superintendent in a public meeting and the appointment shall be recorded in the minutes of said meeting.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**SECTION 1:** That the Mayor be and is hereby authorized to execute an appropriate contractual agreement with DeKalb County to conduct a City of Atlanta General Municipal Election and any Special Election (s) to be held in conjunction therewith on November 3, 2009 and if necessary a City of Atlanta General Municipal Run-off Election on December 1, 2009, or such other authorized date; and to conduct all future elections until December 31, 2058.

**SECTION 2:** That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as the Municipal Election Superintendent for the 2009 City of Atlanta General Municipal Election and any Special Election(s) to be held in conjunction therewith on November 3, 2009 and for a City of Atlanta General Municipal Run-Off Election to be held if necessary on December 1, 2009, or on such other authorized date and for all future elections until December 31, 2058.

**SECTION 3:** That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Absentee Ballot Clerk for said City of Atlanta Election(s).

**SECTION 4:** That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Municipal (Chief) Registrar for said City of Atlanta Election(s).

**SECTION 5:** That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

**SECTION 6:** For the term of the contract, the Municipal Clerk, acting as the Municipal Election Superintendent, shall be authorized to execute any and all documents, perform any and all acts and to carry out any and all required duties which are not inconsistent with the State Election Code, and which may be necessary to effectuate the purposes of this ordinance.

**SECTION 7:** That the City shall pay to DeKalb County all costs incurred in performing those functions which the City has requested DeKalb County to perform in conducting the Election(s) and if necessary the Run-off Election, from Account Number 1001.200317.5710001.1400000.000000.000000.0000.0000.00000000. 00000000.

**SECTION 8:** That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto identified as Attachment 1, and to be approved by the City Attorney as to final form.

**SECTION 9:** That the contract with DeKalb County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor and delivered to the contracting party.

**SECTION 10:** That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

**SECTION 11:** That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

EXHIBIT A

As per Agreement previously approved, THE CITY OF ATLANTA hereby requests that DeKalb County conduct their Municipal Election on November 3, 2009, and any run-off Election on December 1, 2009. The last day to register to vote in this election is October 5, 2009. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia 30032.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Municipal Clerk/ Election Superintendent

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF ATLANTA municipal Election on November 3, 2009, and any run-off Election on December 1, 2009 or such other authorized date if necessary.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Linda W. Latimore, Elections Supervisor  
DeKalb County Board of Registrations and  
Elections

**09-O-1394**

**AN ORDINANCE BY COMMITTEE ON COUNCIL**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE CITY OF ATLANTA 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH WITHIN THAT PORTION OF ATLANTA WHICH LIES IN DEKALB COUNTY ON NOVEMBER 3, 2009; AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION ON DECEMBER 1, 2009; TO AUTHORIZE THAT EXPENSES INCURRED UNDER THE CONTRACT BE PAID FROM THE ALLOCATION PREVIOUSLY AUTHORIZED BY ORDINANCE 09-O-0654; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH ITS ELECTION SUPERVISOR ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.**

**WHEREAS**, in accordance with Section 21-2-45(c) of the State of Georgia Elections Code, the City of Atlanta may authorize Dekalb County by ordinance to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

**WHEREAS**, the City of Atlanta wishes to enter into a contract with Dekalb County to conduct a General Municipal Election and any Special Election(s) held in conjunction herewith, and if necessary a General Run-off Election; and

**WHEREAS**, the governing authority of the City in accordance with Section 21-2- 70.1(b) of the State of Georgia Elections Code shall appoint a municipal election superintendent in a public meeting and the appointment shall be recorded in the minutes of said meeting.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**SECTION 1:** That the Mayor be and is hereby authorized to execute an appropriate contractual agreement with Dekalb County to conduct a General Municipal Election and Special Election (s) held in conjunction herewith on November 3, 2009 and if necessary a Run-off Election on December 1, 2009, or such other authorized date.

**SECTION 2:** That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as the Municipal Election Superintendent for the 2009 City of Atlanta General Municipal Election and any Special Election(s) to be held in conjunction therewith on November 3, 2009 and for a General Run-Off Election to be held if necessary on December 1, 2009, or on such other authorized date.

**SECTION 3:** That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Absentee Ballot Clerk for said City of Atlanta Election(s).

**SECTION 4:** That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Municipal (Chief) Registrar for said City of Atlanta Election(s).

**SECTION 5:** That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

**SECTION 6:** That the City shall pay to Dekalb County all costs incurred in performing those functions which the City has requested Dekalb County to perform in conducting the Election(s) and if necessary the Run-off Election, from Account Number **1001.200317.5710001.1400000.000000.000000.000000.000000000.**

**SECTION 7:** That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto identified as Attachment 1, and to be approved by the City Attorney as to final form.

**SECTION 8:** That the contract with Dekalb County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor and delivered to the contracting party.

**SECTION 9:** That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

**SECTION 10:** That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

**STATE OF GEORGIA**

**DEKALB COUNTY:**

**THIS AGREEMENT is made by and between the City of ATLANTA, a municipal corporation lying partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.**

**WITNESSETH:**

**WHEREAS, City in the performance of its governmental functions will hold election(s); and,**

**WHEREAS, the parties to this Agreement are both governmental units; and**

**WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Atlanta and DeKalb County by providing for the conduct of all elections required and permitted by law within the portion of City that lies in County; and**

**WHEREAS, under the provisions of former Section 21-3-10 of the Official Code of Georgia Annotated and Section 21-2-45(c) of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election(s) and City has adopted such an ordinance:**

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:**

**1.**

**This Agreement shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary, at the sole option of the City.**

**2.**

**For each Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:**

**Elections Supervisor  
DeKalb County Elections  
4380 Memorial Drive  
Decatur, Georgia 30032**

**3.**

**Upon receipt of a request from the City, the DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-2-45. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90(a).**

**4.**

**Absentee voting shall be conducted at the location(s) designated by County.**

**5.**

**The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.**

6.

Pursuant to O.C.G.A. § 21-2-45(c), City shall pay County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of receipt of invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation, including but not limited to attorney's fees, required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.



**8.**

**Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.**

**9.**

**This agreement shall commence on the date it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2058, unless otherwise terminated as set for herein. Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of termination.**

**10.**

**This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.**

**IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.**

**CITY OF ATLANTA (Seal)**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Municipal Clerk**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

**(Signatures Continue on Following Page)**

**MUNICIPAL ELECTIONS AGREEMENT  
CITY OF ATLANTA**

**DEKALB COUNTY, GEORGIA**

**BY:** \_\_\_\_\_ **BY DIR. (SEAL)** \_\_\_\_\_  
**Burrell Ellis** **Date**  
**Chief Executive Officer**  
**DeKalb County, Georgia**

**ATTEST:**

\_\_\_\_\_  
**BARBARA SANDERS, CCC** \_\_\_\_\_ **Date**  
**Clerk of the Chief Executive Officer**  
**and Board of Commissioners of**  
**DeKalb County, Georgia**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
**Elections Supervisor**  
**DeKalb County Board of Registration**  
**and Elections**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney Signature**

\_\_\_\_\_  
**County Attorney Name (Typed or Printed)**

**EXHIBIT A**

**As per Agreement previously approved, THE CITY OF ATLANTA hereby requests that DeKalb County conduct their General Municipal Election on November 3, 2009. The last day to register to vote in this election is October 5, 2009. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia 30032.**

**This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Municipal Clerk**

**(SEAL)**

**The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF ATLANTA General Municipal Election on \_\_\_\_\_, 20\_\_\_\_.**

**This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**Linda W. Latimore, Elections Supervisor  
DeKalb County Board of Registrations  
and Elections**

**(SEAL)**

RCS# 3223  
8/17/09  
5:47 PM

Atlanta City Council

REGULAR SESSION

09-0-1394            SUTH.MAYOR TO ENTER CONTRACT W/DEKALB CO  
                         TO CONDUCT 2009 GENERAL ELECTION  
                         REFER COC

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 1  
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	E Martin	NV Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	B Sheperd	NV Borders

AN ORDINANCE BY

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH, FOR THE CITY OF ATLANTA ON NOVEMBER 3, 2009 AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 1, 2009; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED-  
\_\_\_\_\_ ; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE DEKALB COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

*Elections*

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, CHAPTER 30, "ELECTIONS" BY ADDING THERETO A NEW SECTION TO AUTHORIZE DEKALB COUNTY, GEORGIA TO CONDUCT CITY ELECTIONS, AND FOR ALL OTHER LAWFUL PURPOSES

BE IT ORDAINED and it is hereby ordained by the Mayor and City Council of the City of Chamblee, Georgia, and by authority of the same, that on and after passage and approval of this Ordinance, Chapter 30, "Elections" of the Code of Ordinances of the City of Chamblee shall be amended by adding thereto a new section to be numbered Section 30-7 which said numbered section shall provide as follows:

**Sec. 30-7. Authority for County to Conduct City Elections**

Pursuant to the provisions of O.C.G.A. 21-3-10, the City does hereby authorize DeKalb County, Georgia to conduct all city elections held pursuant to the provisions of the Georgia Municipal Election Code and the County is authorized to perform the following functions with respect to the conduct of such elections:

- (1) The County shall perform all duties as Superintendent of elections as specified under the Georgia Municipal Election Code, with the exception of the qualification of candidates.

The foregoing was proposed by Councilmember Floyd with the motion the same be adopted. Said Motion was seconded by Councilmember Biles. The same was then put to a vote and Five Councilmembers voted in favor of the ordinance, and 0 Councilmembers voted against the ordinance. Said motion was thereupon declared passed and duly adopted this 9th day of May, 1995.

*Becky Craven*  
Becky Craven, City Clerk,  
City of Chamblee, Georgia

Approved this 13th day of June, 1995.

*Johnson W. Brown*  
The Honorable Johnson W. (Dub) Brown  
Mayor, City of Chamblee, Georgia

GEORGIA

DEKALB COUNTY:

THIS AGREEMENT entered into between the City of CHAMBLEE, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election and City has adopted such an ordinance:

It is hereby agreed as follows:

1.

This contract shall govern the conduct of the following



**GEORGIA**

**DEKALB COUNTY:** The City of Avondale Estates contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

**THIS AGREEMENT entered into between the City of type municipality, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the State of Georgia hereinafter referred to as "County".**

**WITNESSETH:**

**WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,**

**WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia, Annotated, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:**

**NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:**

Avondale

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," including any and all run-offs which may be necessary: type municipality, gen or spec election to be held on (type date), and a Runoff on (type runoff date), if necessary.

2.

The DeKalb County Board of Registration and Elections shall operate as the "Superintendent" of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefor attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$ type amount for general for City of (type municipality) General Election and \$ (type runoff total for Runoff), if necessary. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the

election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election. After this time, all other invoices received will be forwarded to the City for payment.

4.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Legal Department at the expense of the City; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as

3.

contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

City shall accept the qualifications of all candidates in the election but County shall perform all other functions in connection with such election.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF (type municipality)

(Seal)

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DEKALB COUNTY

(Seal)

\_\_\_\_\_  
Chairman,  
Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

\_\_\_\_\_  
DeKalb County Board of Registration  
and Elections

**COSTS FOR MUNICIPAL ELECTIONS**

**POLL COSTS:**

\_\_\_ Manager @ \$90 = \$  
\_\_\_ Asst. Managers @ \$75 =  
\_\_\_ Clerks @ \$60 =  
Facility charge =  
Telephone charge =  
Traffic control charge =

**ABSENTEE POLL COSTS:**

Postage charge =  
\_\_\_ Absentee packet charge @ \$.12 ea. =  
Extra help or overcharge charge =

**PRINT COSTS:**

Ballot card charge \_\_\_ @ \$ \_\_\_ per M =  
Ballot label pages charge \_\_\_ =  
Misc. printing charge \_\_\_ =

**ELECTION NIGHT WORKERS & ADDITIONAL EXPENSE V/R OFFICE:**

Salary expense \$ \_\_\_ =  
Legal advertising charge =  
Miscellaneous supply charge \$ \_\_\_ =

**WAREHOUSE COSTS:**

Salary expense \$ \_\_\_ =  
Mileage charge \$ \_\_\_ =  
Supply charge \$ \_\_\_ =  
Crimps \_\_\_ @ \$.035 ea.-Masks \_\_\_ @ \$.25 ea. =

**TRANSPORTING VOTING EQUIPMENT:**

Salary expense \$ \_\_\_ =  
Rental truck charge \$ \_\_\_ =

**COUNTY PAID BENEFITS:**

F.I.C.A. \$ \_\_\_ @ 7.65% =  
Pension \$ \_\_\_ @ 10.70% =  
Group Insurance \$ \_\_\_ @ 9.50% =

**GRAND TOTAL = \$**

election (hereinafter referred to as "Election"), including any and all runoffs which may be necessary: CHAMBLEE, special election to be held on June 20, 1995.

2.

The DeKalb County Board of Registration and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the qualification of candidates, as permitted by O.C.G.A. § 21-3-10 (a) (2). The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

3.

Absentee voting shall be conducted at the location(s) designated by County, except as hereinafter provided.

4.

The cost of such elections shall be in accordance with the budget attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the sum of \$1,600.00 for special election for City of CHAMBLEE. City shall remit said funds to County within 30 days of execution of this contract.

## 5.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.



6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF CHAMBLEE

(Seal)

John W. Brown  
Mayor

Attest: Becky Craven  
Municipal Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

DEKALB COUNTY  
CONTRACT NO. 95-6348G

MUNICIPAL ELECTIONS AGREEMENT  
CITY OF CHAMBLEE

DEKALB COUNTY

(Seal)

BY: Liane Levetan 6/23/95  
date

Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST: Dupe B. Eastman 6-26-95  
date

Ex Officio Clerk of the  
Chief Executive Office and  
Board of Commissioners of  
DeKalb County, Georgia

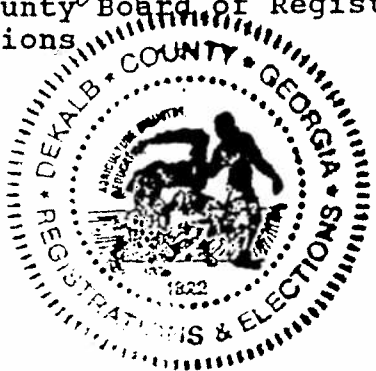
APPROVED AS TO FORM:

Arthur J. Wood  
County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

Linda W. Latimore  
DeKalb County Board of Registration  
and Elections



DEKALB COUNTY  
CONTRACT NO. 95-6348G

EXHIBIT A

As per Agreement previously approved, The City of Chamblee hereby requests that DeKalb County conduct their special election on March 16, 1999. The last day to register to vote in this election is February 16, 1999. The absentee poll will be located in the Maloof Center, 1300 Commerce Drive, Decatur, in Room 101.

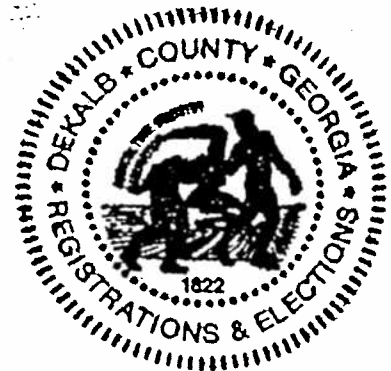
This 2nd day of February, 19 99.

Decky Craver  
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the City of Chamblee special election on March 16, 1999.

This 10<sup>th</sup> day of February, 19 99.

Linda W. Latimore  
Linda W. Latimore, Elections Supervisor  
DeKalb County Board of Registrations  
and Elections



DeKalb County

Contract No. 97-6711

SEP 5 1997

GEORGIA

DEKALB COUNTY:

97 SEP -5 AM 9:35

THIS AGREEMENT is made by and between the City of Decatur, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold election(s); and,

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Decatur and DeKalb County by providing for the conduct of all elections required and permitted by law; and

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election(s) and City has adopted such an ordinance;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1.

This contract shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary.

2.

For each Election, City shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:

Linda W. Latimore  
Elections Supervisor  
DeKalb County Elections  
1300 Commerce Drive, Room 102  
Decatur, Georgia 30030

3.

The DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-3-10. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

4.

Absentee voting shall be conducted at the location(s) designated by County.

5.

The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.

6.

The cost of such elections shall be in accordance with O.C.G.A. § 21-3-10. County will submit an invoice to City in the form attached hereto as Exhibit B. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of the date of the invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

8.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.

This agreement shall continue in effect from its effective date from year to year, and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.

10.

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF DECATUR

(Seal)

Elizabeth Wilson  
Mayor

8/18/97  
date

Attest: Karen des Isles  
Municipal Clerk

8/18/97  
date

APPROVED AS TO FORM:

Thomas Davis  
City Attorney



MUNICIPAL ELECTIONS AGREEMENT  
CITY OF DECATUR

DEKALB COUNTY, GEORGIA

(Seal)

DeKalb County  
Contract No. 97-6711

BY: *Liane Levetan* 10-31-97  
date

Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST: *Michael J. Bell* 10-31-97  
date

Michael J. Bell  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

*Asst* *Kathleen A. Ward*  
County Attorney

APPROVED AS TO SUBSTANCE:

*Linda W. Latimore*  
DeKalb County Board of Registrations  
and Elections




(Seal)

EXHIBIT A

As per Agreement previously approved, The City of Decatur hereby requests that DeKalb County conduct the City of Decatur general election on November 4, 1997. The last day to register to vote in this election is October 6, 1997. The absentee poll will be located in the Maloof Center, 1300 Commerce Drive, Decatur, in room 101.

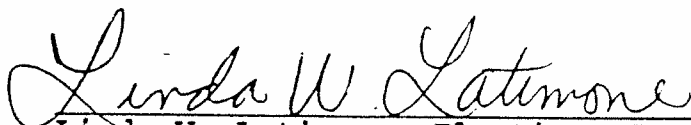
This 18th day of August, 1997.

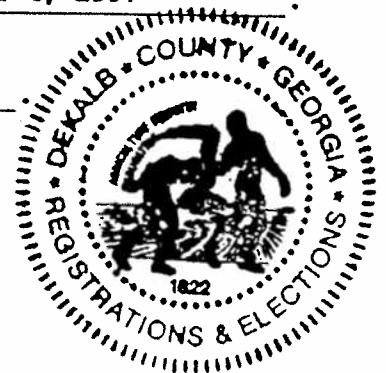
  
Municipal Clerk

(Seal)

The DeKalb County Board of Registrations and Elections agrees to conduct the City of Decatur election on November 4, 1997.

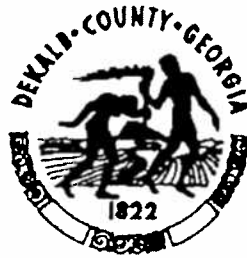
This 5th day of September, 1997

  
Linda W. Latimore, Elections Supervisor  
DeKalb County Board of Registrations  
and Elections



(Seal)

LINDA W. LATIMORE  
ELECTIONS SUPERVISOR  
(404) 371-2241 TDD (404) 371-3203  
FAX (404) 371-2359



BOARD MEMBERS  
EDIE J. NORBURY  
SAMUEL E. TILLMAN  
BRUCE COWIE  
JEFFERY L. BOYD  
JEFFREY A. SKELTON

**Board of Registrations and Elections**

Manuel J. Maloof Center - Room 102  
1300 Commerce Drive  
Decatur, Georgia 30030

**EXHIBIT B**

Date

City of Decatur

Date of Election: November 4, 1997

**INVOICE FOR CONDUCTING ABOVE ELECTION:**

City shall remit said funds to County within 30 days of receipt of invoice. Please make check payable to DeKalb County.



DeKalb Voter  
Registration  
& Elections

INVOICE FOR MUNICIPAL ELECTION COSTS

CITY OF DECATUR  
DATE - NOVEMBER 4, 1997

1. COST OF OPERATING PRECINCTS:	
Poll Worker Salaries	\$2,540.00
Area Manager Salaries	137.20
Rental of facilities	100.00
School cost	268.67
2. COST OF OPERATING ABSENTEE POLL:	
Extra help and O.T.-V/R Office	484.00
Postage	38.20
3. PRINT COST:	
Ballots	574.23
Ballot label pages	30.00
4. ELECTION NIGHT WORKERS:	
Check-in, Dup., etc.	179.60
Security-Callaway Building & office	73.20
5. ADDITIONAL EXPENSE-VOTER REGISTRATION OFFICE:	
Extra Help and O.T.-V/R Office	1,328.00
Legal advertising	20.00
Administrative fee	50.00
6. WAREHOUSE COST:	
Temp. Employees-Salaries	620.00
7. TRANSPORTING VOTING EQUIPMENT:	
Salaries-Delivery personnel	56.80
8. COUNTY PAID BENEFITS:	
F.I.C.A.	208.20
Pension	24.20
Group Insurance	74.40
TOTAL	\$6,806.70

1075-5210 604.23  
1075-5330 6202.47

GEORGIA

DEKALB COUNTY: The City of Doraville contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT entered into between the City of type municipality, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the State of Georgia hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia, Annotated, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," including any and all run-offs which may be necessary: type municipality, gen or spec election to be held on (type date), and a Runoff on (type runoff date), if necessary.

2.

The DeKalb County Board of Registration and Elections shall operate as the "Superintendent" of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefor attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$ type amount for general for City of (type municipality) General Election and \$ (type runoff total for Runoff), if necessary. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the

election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election. After this time, all other invoices received will be forwarded to the City for payment.

4.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Legal Department at the expense of the City; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as

3.

contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

City shall accept the qualifications of all candidates in the election but County shall perform all other functions in connection with such election.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF (type municipality)

(Seal)

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



DEKALB COUNTY

(Seal)

\_\_\_\_\_  
Chairman,  
Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

\_\_\_\_\_  
DeKalb County Board of Registration  
and Elections

**COSTS FOR MUNICIPAL ELECTIONS**

**POLL COSTS:**

___ Manager	@ \$90	=	\$
___ Asst. Managers	@ \$75	=	
___ Clerks	@ \$60	=	
Facility charge		=	
Telephone charge		=	
Traffic control charge		=	

**ABSENTEE POLL COSTS:**

Postage charge		=	
___ Absentee packet charge	@ \$.12 ea.	=	
Extra help or overcharge charge		=	

**PRINT COSTS:**

Ballot card charge ___ @ \$ ___ per M	=	
Ballot label pages charge _____	=	
Misc. printing charge _____	=	

**ELECTION NIGHT WORKERS & ADDITIONAL EXPENSE V/R OFFICE:**

Salary expense \$ _____*	=	
Legal advertising charge	=	
Miscellaneous supply charge \$ _____	=	

**WAREHOUSE COSTS:**

Salary expense \$ _____	=	
Mileage charge \$ _____	=	
Supply charge \$ _____	=	
Crimps ___ @ \$.035 ea.-Masks ___ @ \$.25 ea.	=	

**TRANSPORTING VOTING EQUIPMENT:**

Salary expense \$ _____	=	
Rental truck charge \$ _____	=	

**COUNTY PAID BENEFITS:**

F.I.C.A. \$ _____	@ 7.65%	=	
Pension \$ _____	@ 10.70%	=	
Group Insurance \$ _____	@ 9.50%	=	

<b>GRAND TOTAL</b>		=	\$
--------------------	--	---	----

GEORGIA

DEKALB COUNTY: The City of Lithonia contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT is made by and between the City of Lithonia, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold election(s); and,

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Lithonia and DeKalb County by providing for the conduct of all elections required and permitted by law; and

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ~~ordinance~~ <sup>Resolution AR</sup> authorize County to conduct such election(s) and City has adopted such an ~~ordinance~~ <sup>Resolution</sup>;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1.

This contract shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary, at the sole option of the City.

2.

For each Election, City at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:

Linda W. Latimore  
Elections Supervisor  
DeKalb County Elections  
1300 Commerce Drive, Room 102  
Decatur, Georgia 30030

3.

Upon receipt of a request from the City, the DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-3-10. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

4.

Absentee voting shall be conducted at the location(s) designated by County.

5.

The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.

6.

The cost of such elections shall be in accordance with O.C.G.A. § 21-3-10. County will submit an invoice to City in the form attached hereto as Exhibit B. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of the date of the invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the

City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

8.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.

This agreement shall continue in effect from its effective date from year to year, and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.

10.

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF LITHONIA

(Seal)

Mervin W. Glenn  
Mayor

3/10/97  
date

Attest: Ann Ray  
Municipal Clerk

3/10/97  
date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

MUNICIPAL ELECTIONS AGREEMENT  
CITY OF LITHONIA

DEKALB COUNTY

(Seal)

BY: \_\_\_\_\_

Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_ date

ATTEST: \_\_\_\_\_

Ex Officio Clerk of the  
Chief Executive Office and  
Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_ date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
DeKalb County Board of Registrations  
and Elections

(Seal)




EXHIBIT A

As per Agreement previously approved, The City of Lithonia  
\_\_\_\_\_ hereby requests that

DeKalb County conduct their Special election

on March 18, 1997. The last day to register to vote in  
this election is February 18, 1997. The absentee poll will be  
located in the Maloof Center, 1300 Commerce Drive, Decatur, in room  
101.

This 10<sup>th</sup> day of March, 1997.

  
Municipal Clerk

(Seal)

The DeKalb County Board of Registrations and Elections agrees to  
conduct the City of Lithonia election on  
\_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Linda W. Latimore, Elections Supervisor  
DeKalb County Board of Registrations  
and Elections

(Seal)

GEORGIA

DEKALB COUNTY:

THIS AGREEMENT entered into between the City of PINE LAKE municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election and City has adopted such an ordinance:

5.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

MUNICIPAL ELECTION AGREEMENT  
CITY OF PINE LAKE

DEKALB COUNTY

(Seal)

BY: *Liane Levetan*

10/18/95  
date

Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST: *Joyce B. Eastman*

10/19/95  
date

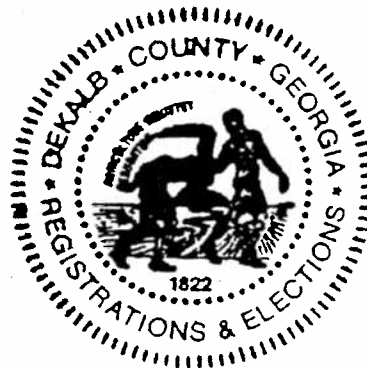
EX Officio Clerk of the  
Chief Executive Office and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

*A. Hard*  
County Attorney

APPROVED AS TO SUBSTANCE:

*Linda W. Littlemore*  
DeKalb County Board of Registrations  
and Elections



(Seal)



DeKalb Voter  
Registration  
& Elections

December 4, 1995

City of Pine Lake  
300 Club Drive  
Pine Lake, Georgia 30072  
Attn: Mavis Crossley

Dear Ms. Crossley:

I am enclosing a copy of the contract for DeKalb County holding the city election last month, as well as your copy of the results and certified results. As of this date we have not received payment. Would you please remit a check for \$330.00 made payable to **DeKalb County**, as per this contract.

If you have any questions or problems please feel free to telephone me at (404) 371-2266.

Thank you in advance for your cooperation.

Yours truly,

A handwritten signature in cursive script, reading 'William P. Van Valkenburg'. The signature is written in dark ink and is positioned above the typed name.

William P. Van Valkenburg  
Assistant Elections Supervisor

**GEORGIA**

**DEKALB COUNTY:** The City of Stone Mountain contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT entered into between the City of type municipality, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the State of Georgia hereinafter referred to as "County".

**WITNESSETH:**

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia, Annotated, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

Stone Mountain

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," including any and all run-offs which may be necessary: type municipality, gen or spec election to be held on (type date), and a Runoff on (type runoff date), if necessary.

2.

The DeKalb County Board of Registration and Elections shall operate as the "Superintendent" of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefor attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$ type amount for general for City of (type municipality) General Election and \$ (type runoff total for Runoff), if necessary. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the

2

election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election. After this time, all other invoices received will be forwarded to the City for payment.

4.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Legal Department at the expense of the City; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as

3.



contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

City shall accept the qualifications of all candidates in the election but County shall perform all other functions in connection with such election.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF (type municipality)

(Seal)

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DEKALB COUNTY

(Seal)

\_\_\_\_\_  
Chairman,  
Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

\_\_\_\_\_  
DeKalb County Board of Registration  
and Elections

**COSTS FOR MUNICIPAL ELECTIONS**

**POLL COSTS:**

___ Manager	@ \$90	=	\$
___ Asst. Managers	@ \$75	=	
___ Clerks	@ \$60	=	
Facility charge		=	
Telephone charge		=	
Traffic control charge		=	

**ABSENTEE POLL COSTS:**

Postage charge		=	
___ Absentee packet charge	@ \$.12 ea.	=	
Extra help or overcharge charge		=	

**PRINT COSTS:**

Ballot card charge ___	@ \$___ per M	=	
Ballot label pages charge	_____	=	
Misc. printing charge	_____	=	

**ELECTION NIGHT WORKERS & ADDITIONAL EXPENSE V/R OFFICE:**

Salary expense \$	_____	=	
Legal advertising charge		=	
Miscellaneous supply charge \$	_____	=	

**WAREHOUSE COSTS:**

Salary expense \$	_____	=	
Mileage charge \$	_____	=	
Supply charge \$	_____	=	
Crimps ___ @ \$.035 ea.-Masks ___ @ \$.25 ea.		=	

**TRANSPORTING VOTING EQUIPMENT:**

Salary expense \$	_____	=	
Rental truck charge \$	_____	=	

**COUNTY PAID BENEFITS:**

F.I.C.A. \$	_____	@ 7.65%	=	
Pension \$	_____	@ 10.70%	=	
Group Insurance \$	_____	@ 9.50%	=	

GRAND TOTAL		=	\$
-------------	--	---	----



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:DEKALB COUNTY**

**Service:Personnel**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
All	General Fund

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Tax Collections / Billing**

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

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Tax Billing & Collections and Contract for services	Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, & Pine Lake with County and Tax Commssr.	See attachment

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?

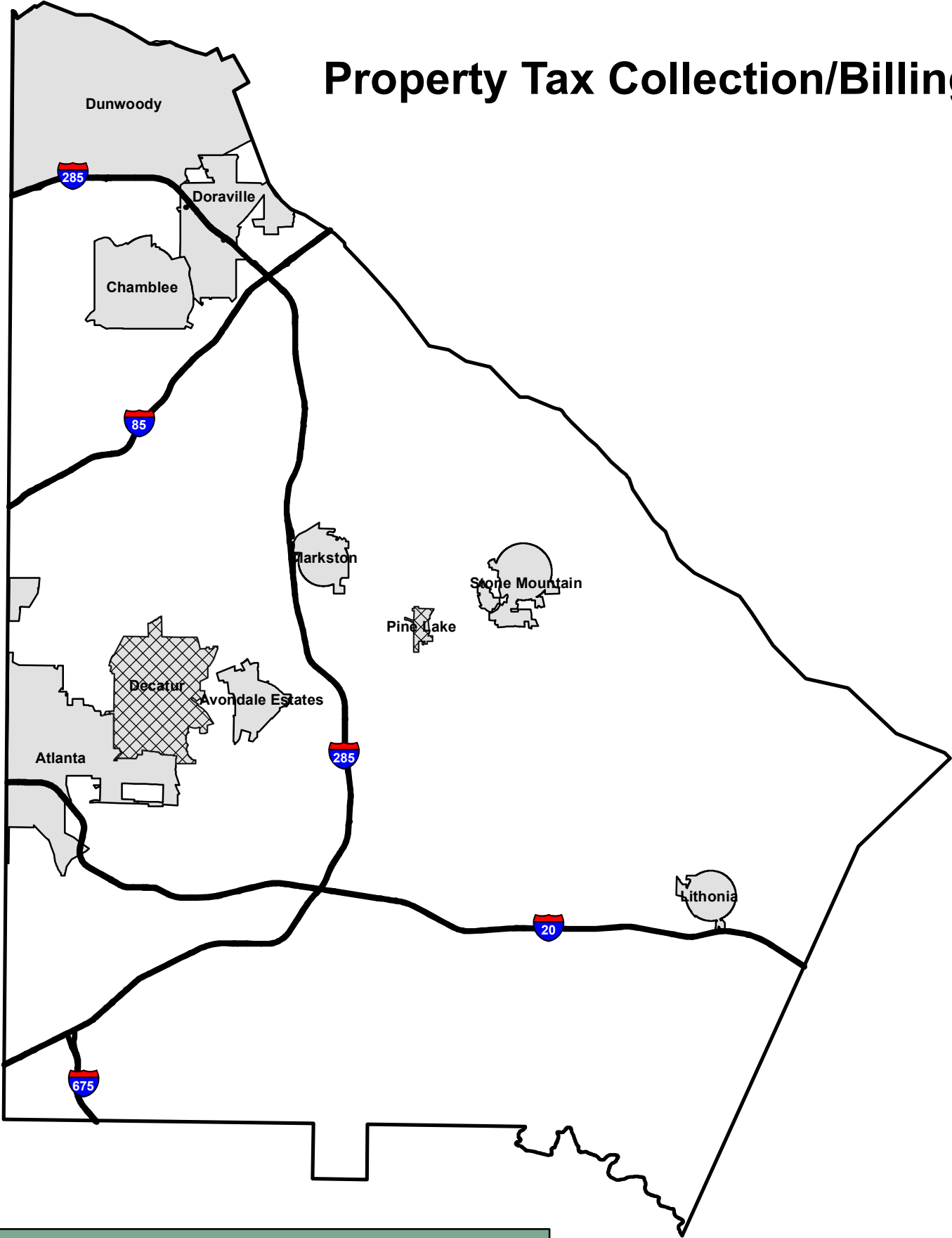
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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



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

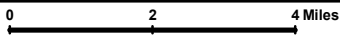
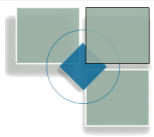
# Property Tax Collection/Billing



Department of Planning & Development- Long Range Planning Section

## Property Tax Collection/Billing

-  Service Provided by DeKalb County
-  Municipality Responsible for Service



Created: 11/18/10  
 Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission



**Explanation for Continuing the Arrangement:**

The Cities of Decatur and Pine Lake have different property tax due dates; and, overlapping but higher level of service.

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made this 5<sup>th</sup> day of May, 1999 by and between the CITY OF ATLANTA, a municipal corporation chartered by the State of Georgia (hereinafter as "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter as "County"), each of whom has been duly authorized to enter into the Agreement.

WITNESSETH:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, the City has the responsibility of insuring the billing and collection of ad valorem taxes for the Atlanta Public Schools; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 1999 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes including real property and personal property, sanitary charges and storm water fees and such other charges as requested by the City

within that portion of the City located in DeKalb County for and on behalf of City and the Atlanta Public Schools. County fully recognizing that authority to enter into and perform this Agreement is a necessary element of the Agreement, represents and warrants that all necessary approvals and authority required by the governing body of DeKalb County to enter into and perform this Agreement have been properly enacted and that this Agreement binds all persons, agencies, officers, or other entities, who are customarily utilized in or responsible for the collection of DeKalb County ad valorem taxes, to bill and collect taxes for the City of Atlanta and the Atlanta Public Schools and to bill and collect all other charges requested by the City and to perform the terms set forth in this Agreement.

2. Such billings will consist of line items identified as taxes and charges imposed by City and the Atlanta Public Schools on County's tax bills, and such taxes and charges shall become due and payable August 15<sup>th</sup> of each year.
3. County shall be responsible for collection of the City's and Atlanta Public Schools' taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, as well as any and all remedies permitted for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of City to conduct tax sales for taxes due City and the Atlanta Public Schools. The County shall be responsible for hearing and disposing of all administrative appeals of property tax assessments relating to all such property which is assessed and billed under this Agreement.
4. City shall provide to County the tax rate for the City and the Atlanta Public

Schools on or before June 1 of each year.

5. City shall pay County a one time \$5,000.00 computer charge by June 1, 1999, and an annual fee of \$25,000.00 by June 1 of the year of the billing by County for the City and the Atlanta Public Schools, which shall be for reimbursement of the cost to County of providing this service to City and the Atlanta Public Schools. In addition to the fees paid to the County, the Tax Commissioner is authorized, pursuant to Article IX Section III Paragraph I, subpart (a) and Article IX Section IV Paragraph I, subpart (a) of the Constitution of the State of Georgia to contract for additional compensation from the City for such additional duties and responsibilities in collecting the City and school taxes and other charges. In the event that City fails to pay County according to the terms as set forth herein and fails to cure said failure to pay after notice,, County shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes and other charges for the City and the Atlanta Public Schools as set forth herein. The City shall have the right to cure its failure to pay County the annual fee of \$25,000.00 by June 1 of the year of the billing by County for the City and the Atlanta Public Schools, within five (5) business days after notice of such failure to pay is received. For the purpose of notice of failure to pay, such notice shall be given as specified elsewhere in this Agreement.
  
6. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement. The City's agreement not to control or direct employees, officers or agents of County in the performance of the services provided for in this Agreement is not a waiver or abridgement of the right of the City to enforce the terms of this Agreement in any court in the State of Georgia or

the United States.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
8. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia. The aforesaid venue provision of this Agreement is intended to be specific to this Agreement and to apply only to the parties signing this Agreement and is not intended to apply to, or to accrue to the benefit of, any other person or entity and is not intended to be a waiver by the City of the applicable venue provisions of the Civil Practice Act (O.C.G.A § 9-11-1 et seq.) with regard to any suit or action of any kind which may be brought by any person or entity, not a party to this Agreement.
9. This Agreement shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia  
Manuel J. Maloof Center  
1300 Commerce Drive  
Sixth Floor  
Decatur, Georgia 30030

City of Atlanta  
55 Trinity Avenue  
Suite 2400  
Atlanta, Georgia 30335

with a copy to

Chief Financial Officer  
City of Atlanta  
68 Mitchell Street  
Suite 11100  
Atlanta, Georgia 30335

Any written notices to be given under this Agreement by either party shall be effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in this paragraph. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

10. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed on the date first written above.

**SIGNATURES ON TWO FOLLOWING PAGES**

CITY OF ATLANTA, GEORGIA

Attest:

Rhonda Daughen Johnson  
Municipal Clerk (SEAL)

By: William C. Campbell  
WILLIAM C. CAMPBELL  
Mayor

APPROVED:

James Bell  
Chief Financial Officer

RECOMMENDED:

Larry Wallace  
Chief Operating Officer

APPROVED AS TO FORM:

Susan Rose Langford  
City Attorney

DEKALB COUNTY, GEORGIA

Attest:

Michael J. Bell  
MICHAEL BELL  
Ex-Officio, Clerk of the Chief  
Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

By: Liane Levitan (Seal)  
LIANE LEVETAN  
Chief Executive Officer  
DeKalb County, Georgia

APPROVED AS TO FORM:

J. Weintrub  
JONATHAN WEINTRAUB  
County Attorney

DeKalb County  
Contract No. 99-74486

Sworn to and subscribed  
before me, this 26<sup>th</sup> day  
of March, 1999.

Patricia J. Bokowy  
Notary Public

My commission expires:  
Notary Public, DeKalb County, Georgia  
My Commission Expires Oct. 2, 2000

Tom Scott

TOM SCOTT  
Tax Commissioner of  
DeKalb County, Georgia



State of Georgia  
DeKalb County

CONTRACT FOR SERVICES AGREEMENT

PARTIES

This Agreement is made this 17<sup>th</sup> day of May, 1999, between the CITY OF ATLANTA, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia (hereinafter "City"), with a principal place of business at 68 Mitchell Street, Suite 11100, Atlanta, Georgia, 30335, and TOM SCOTT, individually, and in his capacity as Tax Commissioner of DeKalb County, Georgia (hereinafter "Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030.

RECITALS

Authority to Collect

Scott is the duly elected Tax Commissioner of DeKalb County, Georgia and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes in said county. By virtue of his office, Scott has the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Scott is authorized, pursuant to Article IX Section III Paragraph I, subpart (a) and Article IX Section IV Paragraph I, subpart (a) of the Constitution of the State of Georgia to contract for and to accept, receive, and retain compensation from the City for the billing and collection of taxes for the City of Atlanta and the Atlanta Public Schools. Scott, fully recognizing that authority to enter into and perform this Agreement is a necessary element of the Agreement, represents and warrants that he has all necessary approvals and authority required by the governing body of DeKalb County to enter into and perform this Agreement and that his signature on this Agreement binds all persons, agencies, officers, or other entities, who are customarily utilized in or responsible for the collection of DeKalb County ad valorem taxes to bill and collect taxes for the City of Atlanta and the Atlanta Public Schools.

## SERVICES TO BE PERFORMED

### Specific Services

Scott agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of ad valorem property taxes for the City and the Atlanta Public Schools on those parcels of real property and taxable items of personalty within the corporate limits of the City of Atlanta in DeKalb County and to bill and collect such other charges requested by the City. The City agrees to furnish to Scott in a timely manner all city and school millages necessary for computation of such taxes and the amount of such other charges. Scott agrees to access and use the values and assessments determined by the DeKalb County Tax Assessor for the computation of such taxes. With respect to homestead exemptions, Scott agrees to reference the files of the Tax Commissioner of DeKalb County in order to determine the filing of said homestead exemptions and to perform all tax computations based on the amount of homestead exemption applicable to real property located in DeKalb County.

### Method of Performing Services

Scott will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires either that the city and school taxes and other charges be included and made a part of the annual county tax statement on a joint bill, or that such taxes and charges be billed apart from the county under a separate and distinct statement. The City may not control, direct, or supervise assistants or employees of Scott in the performance of those services. The City's agreement not to control, direct, or supervise assistants or employees of Scott in the performance of the services provided for in this Agreement is not a waiver or abridgement of the right of the City to enforce the terms of this Agreement in any court in the State of Georgia or the United States.

Scott agrees that any and all monies collected by Scott on behalf of the City from any account billed by Scott on behalf of the City on any joint bill, ("City Joint Account"), shall be paid to the City on the same schedule and at the same time, that Scott pays to DeKalb County any and all monies collected by Scott on behalf of DeKalb County from such City accounts. Scott shall report the details of collections from City Joint Accounts in a manner which will reasonably enable the City to verify the time of receipt of monies by Scott from City Accounts billed by Scott and the dates of payments to DeKalb County of monies collected from such City Joint Accounts.

In the event that partial payments are made on any City Joint Account, Scott agrees to apply the total amount of any partial payment in a manner which pro rates the partial payment with respect to the proportion of the total amount of ad valorem taxes and charges levied by each of the County, the City and Atlanta Schools when

such amounts are compared against the total amount of ad valorem taxes and charges appearing on the bill.

If Scott decides to issue bills for the City of Atlanta apart from the County under a separate and distinct billing statement, each such bill shall be solely for the City of Atlanta and City of Atlanta Schools taxes and charges ("City Separate Account").

In the event that any partial payments are made on any City Separate Account, Scott agrees to apply the total amount of any partial payment to such account by pro ration of the amount of each of the billing line items to the total amount of all billing items and applying that percentage of the partial payment to each line item.

Scott agrees that any and all monies received by Scott on behalf of the City from any City Separate Account shall be paid to the City on the same schedule and at the same time, that Scott pays to DeKalb County any and all monies received by Scott on behalf of DeKalb County for its ad valorem tax billing during the same time period. Scott shall report the details of collections from City Separate Accounts in a manner which will reasonably enable the City to verify the time of receipt of monies by Scott from City Separate Accounts and the dates of payments to DeKalb County of monies collected on behalf of DeKalb County for its ad valorem tax billing.

Scott agrees that each payment of collections made to the City shall be accompanied by a report which reflects the amount collected for each of the line item charges billed by Scott for the City and/or Atlanta Schools whether such amounts are collected from billings made on a City Joint Account or a City Separate Account.

The City reserves and does not waive its right to audit any and all records as to the billing, collection and payment of City Accounts and Scott agrees to make all such records reasonably available to the City.

## COMPENSATION

### Flat Rate

As consideration for the services to be performed, Scott is entitled to a flat rate fee of \$1.50 per individual account billed. An individual account shall consist of each separately billed parcel of real estate and/or personal property.

### Date for Payment of Compensation

For services rendered under this Agreement, the City agrees to pay Scott an annual lump sum at the flat rate specified herein for all individual accounts billed. Such lump sum payment shall become due and payable upon completion of the annual billing. The lump sum shall be for the aggregate total of individual accounts billed

and shall be paid no later than the end of the month in which the annual billing is completed. In the event that the City fails to pay Scott according to the terms as set forth herein, and fails to cure said failure to pay after notice, Scott shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem property taxes for the City and the Atlanta Public Schools as set forth herein. The City shall have the right to cure its failure to pay Scott by the end of the month in which the annual billing is completed within five (5) business days after notice of such failure to pay is received. The City's payment of compensation to Scott does not waive the right of the City to request adjustment of the amount of compensation paid to Scott in the event of any overcharges or overpayments, however the same may occur.

### TERM OF CONTRACT

This Agreement shall commence on the date stated above and shall continue in effect for the complete period of time that Scott occupies the office of Tax Commissioner, including all succeeding terms of office, or until either party terminates this agreement by giving written notice as hereinafter provided in this Agreement. Scott's obligation to pay to the City all monies collected on behalf of the City and all terms applicable to such obligation shall survive the expiration or termination of this Agreement and Scott specifically agrees that said obligation is fully enforceable after any expiration or termination of this Agreement.

### TERMINATION OF CONTRACT

#### Termination Upon Notice

Either party may terminate this Agreement by giving written notice to the other party in the manner stated herein and such termination shall be effective as January 1st of the following calendar year.

### OTHER GENERAL PROVISIONS

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation.

Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated upon signature of the Chief Financial Officer of the City of Atlanta or the Director of the Bureau of Treasury,

Licensing and Employee Benefits of the City of Atlanta or upon signature of Scott. Mailed notices to the same persons listed in this paragraph shall be deemed communicated upon date of signature on the return receipt by any of said persons.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia. The aforesaid venue provision of this Agreement is intended to be specific to this Agreement and to apply only to the parties signing this Agreement and is not intended to apply to, or to accrue to the benefit of, any other person or entity and is not intended to be a waiver by the City of the applicable venue provisions of the Civil Practice Act (O.C.G.A § 9-11-1 et seq.) with regard to any suit or action of any kind which may be brought by any person or entity, not a party to this Agreement.

#### Mutual Obligations

Scott agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The City agrees to timely comply with all reasonable requests of Scott as is necessary to the performance of duties under this Agreement.

#### Entire Agreement of Parties

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. However, each party acknowledges that this Agreement is in addition to any other present and future agreements for billing services as made between the City and the county governing authority.

Executed on the date first written above.

**SIGNATURES ON NEXT PAGE**

CITY OF ATLANTA, GEORGIA

Attest:

Rhonda Daughen Johnson  
Municipal Clerk (SEAL)

By: William C. Campbell  
WILLIAM C. CAMPBELL  
Mayor

APPROVED:

[Signature]  
Chief Financial Officer

RECOMMENDED:

[Signature]  
Chief Operating Officer

APPROVED AS TO FORM:

[Signature]  
City Attorney

TAX COMMISSIONER OF DEKALB COUNTY, GEORGIA

Tom Scott  
Tom Scott  
Tax Commissioner of DeKalb County, Georgia

Sworn to and subscribed  
before me, this 17<sup>th</sup> day  
of May, 1999.

[Signature]  
Notary Public.  
My commission expires:  
10/02/2000

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF AVONDALE ESTATES, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into this Agreement.

W I T N E S S E T H:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 1995 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of City.
2. Such billings will consist of a line item identified as taxes imposed by City on County's tax bills, and such

taxes shall be collected utilizing the County's due dates.

3. County shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, as well as any and all remedies permitted for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of City to conduct tax sales for taxes due City.
4. City shall provide to County the tax rate within City on or before June 1 of each year.
5. City shall pay County a one time \$500.00 computer charge by June 1, 1995, and an annual fee of \$200.00 by June 1 of the year of the billing by County for City, which shall be for reimbursement of the cost to County of providing this service to City. In addition to the fees paid to the County, the Tax Commissioner is authorized, pursuant to O.C.G.A. § 48-5-359.1, to contract for additional compensation from the City for such additional duties and responsibilities in



collecting the City taxes. In the event that City fails to pay County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

6. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
8. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
9. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30)

days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

Dekalb County, Georgia  
Manuel J. Maloof Center  
1300 Commerce Drive  
Sixth Floor  
Decatur, Georgia 30030

City of Avondale Estates  
21 North Avondale Plaza  
Avondale Estates, Georgia  
30002

10. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF AVONDALE ESTATES

By: John W. Luman

Title: Mayor

Date: 5/24/95

ATTESTED:

By: [Signature]

Title: City Clerk

Date: 5/24/95

DEKALB COUNTY, GEORGIA

By: *Liane Levett*  
LIANE LEVETT  
Chief Executive Officer

Date: June 19, 1995

ATTESTED:

APPROVED AS TO FORM:

*[Signature]*  
JONATHAN WEINTRAUB  
County Attorney

By: *Joyce B. Eastman*  
Joyce B. Eastman, Acting  
EX-Officio, Clerk of the Chief  
Executive Officer and Board of  
Commissioners of DeKalb County,  
Georgia

By: *Tom Scott*  
Tom Scott, Tax Commissioner  
DeKalb County, Georgia

Sworn to and subscribed  
before me this 19<sup>th</sup>  
day of June, 1995.

*[Signature]*  
Notary Public  
Notary Public, Fayette County, Georgia  
My Commission Expires January 31, 1997

**RECEIVED**

JUL 01 1995

*Avondale Estates*

State of Georgia  
DeKalb County

CONTRACT FOR SERVICES AGREEMENT

PARTIES

This Agreement is made this 26th day of June, 1995, between The CITY OF AVONDALE ESTATES, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia ("City"), with a principal place of business at 21 North Avondale Plaza, Avondale Estates, Georgia, 30002, and TOM SCOTT, individually, ("Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030.

RECITAL

Authority to Collect

"Scott" is the duly elected Tax Commissioner of DeKalb County, Georgia and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes. By virtue of his office, "Scott" has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

"Scott" is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the "City" for the billing and collection of municipal taxes.

SERVICES TO BE PERFORMED

Specific Services

"Scott" agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the "City". The "City" agrees to furnish to "Scott" in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

Method of Performing Services

"Scott" will determine the methods, details, and means of performing the services herein above described with the general understanding that the "City" desires that the municipal taxes be included and made a part of the annual county tax statement. The "City" may not control, direct, or supervise assistants or employees of "Scott" in the performance of those services.

COMPENSATION

Flat Rate

As consideration for the services to be performed, "Scott" is entitled to a flat rate fee of \$1.25 per individual account billed. An individual account shall consist of each separately billed parcel of real estate and/or personal property.

Date for Payment of Compensation

For services rendered under this Agreement, the "City" agrees to pay "Scott" an annual lump sum at the flat rate specified herein

for all individual accounts billed. Such lump sum payment shall become due and payable upon completion of the annual billing. The lump sum shall be for the aggregate total of individual accounts billed and shall be paid no later than the end of the month in which the annual billing is completed. In the event that the "City" fails to pay "Scott" according to the terms as set forth herein, "Scott" shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect municipal ad valorem property taxes for the "City" as set forth herein.

#### TERM OF CONTRACT

This Agreement shall commence on the date stated above and shall continue in effect for the complete period of time that "Scott" occupies the office of Tax Commissioner, including all succeeding terms of office, or until either party terminates this agreement by giving written notice as hereinafter provided in this Agreement.

#### TERMINATION OF CONTRACT

##### Termination Upon Notice

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of the Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax

statements, then such termination will not occur until January 1st of the succeeding year.

#### OTHER GENERAL PROVISIONS

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

Mutual Obligations

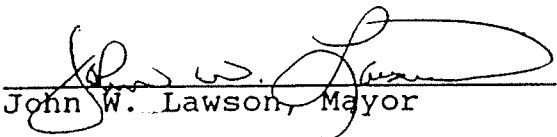
"Scott" agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The "City" agrees to timely comply will all reasonable requests of "Scott" as is necessary to the performance of duties under this agreement.

Entire Agreement of Parties

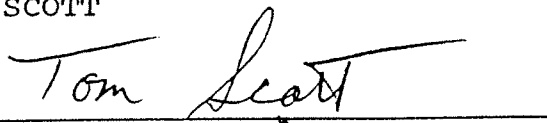
This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. However, each party acknowledges that this Agreement is in addition to any other present and future agreements for billing services as made between the "City" and the county governing authority.

Executed on the date first written above.

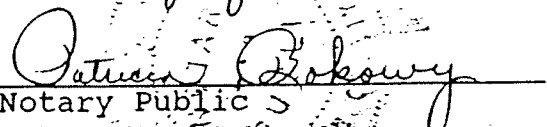
CITY OF AVONDALE ESTATES

BY:   
John W. Lawson, Mayor

TOM SCOTT

  
Tom Scott

Sworn to and subscribed before me this July 5, 1995

  
Notary Public  
Notary Public, DeKalb County, Georgia  
My Commission Expires Oct. 5, 1996



State of Georgia  
DeKalb County

MODIFICATION AGREEMENT

The CITY OF AVONDALE ESTATES, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia ("City"), with a principal place of business at 21 North Avondale Plaza, Avondale Estates, Georgia, 30002, and TOM SCOTT, individually, ("Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030, agree to modify that certain contract for services between the parties, dated June 26, 1995, as follows:

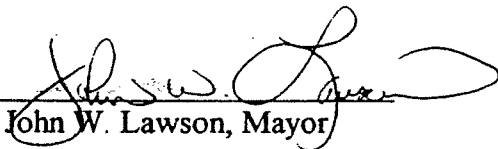
In addition to the services described in said contract for the billing and collection of municipal taxes, "Scott" shall also bill and collect municipal sanitation taxes with such taxes to be included and made a part of the annual county tax statement; in return for which the flat rate of compensation paid to "Scott" by the "City" shall increase from \$1.25 to \$1.50 per individual account billed, effective with the 1998 property tax billing cycle.

In the event of any conflict or inconsistency between the provisions of this agreement and said contract, the provisions of this agreement shall control in all respects.

This 6<sup>th</sup> day of November, 1997.

CITY OF AVONDALE ESTATES


BY:

  
John W. Lawson, Mayor

Sworn to and subscribed before  
me this November 6, 1997

TOM SCOTT

  
Tom Scott

  
Lyda R. Steadman  
Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires June 5, 2001

State of Georgia  
DeKalb County

## CONTRACT FOR SERVICES AGREEMENT

### PARTIES

This Agreement is made this 14th day of May, 1996, between the CITY OF CHAMBLEE, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia ("City"), with a principal place of business at 5468 Peachtree Road, Chamblee, Georgia, 30341, and TOM SCOTT, individually, ("Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030.

### RECITAL

#### Authority to Collect

"Scott" is the duly elected Tax Commissioner of DeKalb County, Georgia and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes. By virtue of his office, "Scott" has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

"Scott" is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the "City" for the billing and collection of municipal taxes.

## SERVICES TO BE PERFORMED

### Specific Services

“Scott” agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the “City”. The “City” agrees to furnish to “Scott” in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

### Method of Performing Services

“Scott” will determine the methods, details, and means of performing the services herein above described with the general understanding that the “City” desires that the municipal taxes be included and made a part of the annual county tax statement. The “City” may not control, direct, or supervise assistants or employees of “Scott in the performance of those services.

## COMPENSATION

### Flat Rate

As consideration for the services to be performed, “Scott” is entitled to a flat rate fee of \$1.25 per individual account billed. An individual account shall consist of each separately billed parcel of real estate and/or personal property.

### Date for Payment of Compensation

For services rendered under this Agreement, the “City” agrees to pay “Scott” an annual lump sum at the flat rate specified herein for all individual accounts billed. Such lump sum payment shall become due and payable upon completion of the annual billing. The lump sum shall be for the aggregate total of individual accounts billed and shall be paid no later than the end of the month in which the annual billing is completed.

In the event that the "City" fails to pay "Scott" according to the terms as set forth herein, "Scott" shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect municipal ad valorem property taxes for the "City" as set forth herein.

#### TERM OF CONTRACT

This Agreement shall commence on the date stated above and shall continue in effect for the complete period of time that "Scott" occupies the office of Tax Commissioner, including all succeeding terms of office, or until either party terminates this agreement by giving written notice as hereinafter provided in this Agreement.

#### TERMINATION OF CONTRACT

##### Termination Upon Notice

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of the Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1st of the succeeding year.

#### OTHER GENERAL PROVISIONS

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

#### Mutual Obligations

“Scott” agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The “City” agrees to timely comply with all reasonable requests of “Scott” as is necessary to the performance of duties under this Agreement.

Entire Agreement of Parties

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. However, each party acknowledges that this Agreement is in addition to any other present and future agreements for billing services as made between the "City" and the county governing authority.

Executed on the date first written above.

CITY OF CHAMBLEE

BY: Johnson W. Brown  
Johnson W. Brown, Mayor

Sworn to and subscribed before  
me this 14<sup>th</sup> of May, 1996

TOM SCOTT

Tom Scott  
Tom Scott

Rebecca M. Craun

Notary Public

NOTARY PUBLIC, DEKALB COUNTY, GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 25, 1997

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF CHAMBLEE, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into the Agreement.

W I T N E S S E T H:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 1996 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of City.
2. Such billings will consist of a line item identified as taxes imposed by City on County's tax bills, and such taxes shall be collected utilizing the County's due dates.

3. County shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, as well as any and all remedies permitted for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of City to conduct tax sales for taxes due City.
4. City shall provide to County the tax rate within City on or before June 1 of each year.
5. City shall pay County a one time \$500.00 computer charge by June 1, 1996, and an annual fee of \$200.00 by June 1 of the year of the billing by County for City, which shall be for reimbursement of the cost to County of providing this service to City. In addition to the fees paid to the County, the Tax Commissioner is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for additional compensation from the City for such additional duties and responsibilities in collecting the City taxes.



In the event that City fails to pay County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

6. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
8. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
9. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia  
Manuel J. Maloof Center  
1300 Commerce Drive  
Sixth Floor  
Decatur, Georgia 30030

City of Chamblee  
5468 Peachtree Road  
Chamblee, Georgia 30341

10. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF CHAMBLEE

BY: Johnson W. Brown

Title: MAYOR

Date: MARCH 27 1996

ATTESTED:

BY: Becky Craven

Title: City Clerk

Date: MARCH 27, 1996

DEKALB COUNTY, GEORGIA

By: *Liane Levetan*  
LIANE LEVETAN  
Chief Executive Officer

Date: \_\_\_\_\_

ATTESTED:

By: *Michael Bell*  
MICHAEL BELL  
Ex-Officio, Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

*Risa S. Stuckey / Asst. County Attorney*  
for JONATHAN WEINTRAUB  
County Attorney

By: *Tom Scott*  
Tom Scott, Tax Commissioner  
DeKalb County, Georgia

Sworn to and subscribed  
before me this 23<sup>rd</sup>  
day of May, 1996

*Mary Ann Hester*  
Notary Public  
Notary Public, Fayette County, Georgia  
My Commission Expires January 31, 1997

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

**AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION**

THIS AGREEMENT made by and between the CITY OF CLARKSTON, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into the Agreement.

**WITNESSETH:**

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 1998 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of City.
2. Such billings will consist of a line item identified as taxes imposed by City on County's tax bills, and such taxes shall be collected utilizing the County's due dates.

3. County shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, as well as any and all remedies permitted for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of City to conduct tax sales for taxes due City.
4. City shall provide to County the tax rate within City on or before June 1 of each year.
5. City shall pay County a one time \$500.00 computer charge by June 1, 1998, and an annual fee of \$200.00 by June 1 of the year of the billing by County for City, which shall be for reimbursement of the cost to County of providing this service to City. In addition to the fees paid to the County, the Tax Commissioner is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for additional compensation from the City for such additional duties and responsibilities in collecting the City taxes. In the event that City fails to pay County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.
6. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
8. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
9. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia  
Manuel J. Maloof Center  
1300 Commerce Drive  
Sixth Floor  
Decatur, Georgia 30030

City of Clarkston  
3921 Church Street  
Clarkston, Georgia 30021

10. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF CLARKSTON

By: *George Ballew*

Title: Mayor

Date: January 20, 1998

ATTESTED:

By: *Carol A Keys*

Title: CITY CLERK

Date: January 20, 1998

DEKALB COUNTY, GEORGIA

By: *Liane Levitan*

LIANE LEVETAN  
Chief Executive Officer

Date: May 12, 1998

ATTESTED:

By: *Michael Bell*

MICHAEL BELL  
Ex-Officio, Clerk of the Chief  
Executive Officer and Board of  
Commissioners of DeKalb County,  
Georgia

By: *Tom Scott*

Tom Scott, Tax Commissioner  
DeKalb County, Georgia

APPROVED AS TO FORM:

*Jonathan Weintraub*  
for JONATHAN WEINTRAUB  
County Attorney

Sworn to and subscribed before  
me this 14th day of  
May, 1998

*Carol A. Lavender*  
Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires March 25, 2002

DEKALB COUNTY  
CONTRACT NO. 98-7117G

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

State of Georgia  
DeKalb County

## CONTRACT FOR SERVICES AGREEMENT

### PARTIES

This Agreement is made this 20<sup>th</sup> day of January, 1998, between the CITY OF CLARKSTON, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia ("City"), with a principal place of business at 3921 Church Street, Clarkston, Georgia, 30021, and TOM SCOTT, individually, ("Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030.

### RECITAL

#### Authority to Collect

"Scott" is the duly elected Tax Commissioner of DeKalb County, Georgia and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes. By virtue of his office, "Scott" has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

"Scott" is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the "City" for the billing and collection of municipal taxes.



## SERVICES TO BE PERFORMED

### Specific Services

“Scott” agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the “City”. The “City” agrees to furnish to “Scott” in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

### Method of Performing Services

“Scott” will determine the methods, details, and means of performing the services herein above described with the general understanding that the “City” desires that the municipal taxes be included and made a part of the annual county tax statement. The “City” may not control, direct, or supervise assistants or employees of “Scott in the performance of those services.

## COMPENSATION

### Flat Rate

As consideration for the services to be performed, “Scott” is entitled to a flat rate fee of \$1.25 per individual account billed. An individual account shall consist of each separately billed parcel of real estate and/or personal property.

### Date for Payment of Compensation

For services rendered under this Agreement, the “City” agrees to pay “Scott” an annual lump sum at the flat rate specified herein for all individual accounts billed. Such lump sum payment shall become due and payable upon completion of the annual billing. The lump sum shall be for the aggregate total of individual accounts billed and shall be paid no later than the end of the month in which the annual billing is completed.

In the event that the "City" fails to pay "Scott" according to the terms as set forth herein, "Scott" shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect municipal ad valorem property taxes for the "City" as set forth herein.

#### TERM OF CONTRACT

This Agreement shall commence on the date stated above and shall continue in effect for the complete period of time that "Scott" occupies the office of Tax Commissioner, including all succeeding terms of office, or until either party terminates this agreement by giving written notice as hereinafter provided in this Agreement.

#### TERMINATION OF CONTRACT

##### Termination Upon Notice

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of the Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1st of the succeeding year.

#### OTHER GENERAL PROVISIONS

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

#### Mutual Obligations

“Scott” agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The “City” agrees to timely comply with all reasonable requests of “Scott” as is necessary to the performance of duties under this Agreement.

Entire Agreement of Parties

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. However, each party acknowledges that this Agreement is in addition to any other present and future agreements for billing services as made between the "City" and the county governing authority.

Executed on the date first written above.

CITY OF CLARKSTON

BY: *George Baldesare*  
George Baldesare, Mayor

Sworn to and subscribed before  
me this Jan. 20, 1998

TOM SCOTT

*Tom Scott*

Tom Scott  
Tax Commissioner

*Carole A. Deep*  
Notary Public  
Notary Public, DeKalb County, Georgia  
My Commission Expires July 16, 2000

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF PINE LAKE, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into the Agreement.

W I T N E S S E T H:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 1996 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of City.
2. Such billings will consist of a line item identified as taxes imposed by City on County's tax bills, and such taxes shall be collected utilizing the County's due dates.

3. County shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, as well as any and all remedies permitted for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of City to conduct tax sales for taxes due City.
4. City shall provide to County the tax rate within City on or before June 1 of each year.
5. City shall pay County a one time \$100.00 computer charge by June 1, 1996, and an annual fee of \$100.00 by June 1 of the year of the billing by County for City, which shall be for reimbursement of the cost to County of providing this service to City. In addition to the fees paid to the County, the Tax Commissioner is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for additional compensation from the City for such additional duties and responsibilities in collecting the City taxes.

In the event that City fails to pay County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

6. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
8. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
9. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia  
Manuel J. Maloof Center  
1300 Commerce Drive  
Sixth Floor  
Decatur, Georgia 30030

City of Pine Lake  
P. O. Box 311  
Pine Lake, Georgia 30072

10. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF PINE LAKE

By: Michael L. Stuebel

Title: Mayor

Date: 3/28/96

ATTESTED:

By: [Signature]

Title: DIRECTOR OF ADMINISTRATION

Date: 3/28/96



DEKALB COUNTY, GEORGIA

BY: *Liane Levetan*  
LIANE LEVETAN  
Chief Executive Officer

Date: \_\_\_\_\_

ATTESTED:

BY: *Michael Bell*  
MICHAEL BELL  
Ex-Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

*Lisa S. Stuckey / Asst. County Attorney*  
JONATHAN WEINTRAUB  
County Attorney

BY: *Tom Scott*  
Tom Scott, Tax Commissioner  
DeKalb County, Georgia

Sworn to and subscribed  
before me this 23<sup>rd</sup>  
day of May, 1996

*Gregory A. Lyman*  
Notary Public

Notary Public, Fayette County, Georgia  
My Commission Expires January 31, 1997

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION



TOM SCOTT  
DEKALB COUNTY TAX COMMISSIONER

120 West Trinity Place  
Decatur, Georgia 30030-3304  
(404) 371-2280

May 9, 1996

Mike Stuckey  
Mayor, City of Pine Lake  
P.O. Box 311  
Pine Lake, Georgia 30072

Dear Mayor Stuckey:

Enclosed you will find the Contract for Services Agreement between the City of Pine Lake and the DeKalb County Tax Commissioner. Two originals are enclosed so that each of us will have a signed original on file. If you will return both agreements after signing, I will have them notarized and return one to you.

Please do not hesitate to contact me should you have questions.

Sincerely yours,

Tom Scott  
Tax Commissioner

TS/btf

Enclosure

State of Georgia  
DeKalb County

## CONTRACT FOR SERVICES AGREEMENT

### PARTIES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, between the CITY OF PINE LAKE, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia ("City"), with a principal place of business at 459 Pine Drive, Pine Lake, Georgia, 30072, and TOM SCOTT, individually, ("Scott"), with a principal place of business at 120 West Trinity Place, Decatur, Georgia, 30030.

### RECITAL

#### Authority to Collect

"Scott" is the duly elected Tax Commissioner of DeKalb County, Georgia and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes. By virtue of his office, "Scott" has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

"Scott" is authorized, pursuant to O.C.G.A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the "City" for the billing and collection of municipal taxes.

## SERVICES TO BE PERFORMED

### Specific Services

“Scott” agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the “City”. The “City” agrees to furnish to “Scott” in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

### Method of Performing Services

“Scott” will determine the methods, details, and means of performing the services herein above described with the general understanding that the “City” desires that the municipal taxes be included and made a part of the annual county tax statement. The “City” may not control, direct, or supervise assistants or employees of “Scott” in the performance of those services.

## COMPENSATION

### Flat Rate

As consideration for the services to be performed, “Scott” is entitled to a flat rate fee of \$1.25 per individual account billed. An individual account shall consist of each separately billed parcel of real estate and/or personal property.

### Date for Payment of Compensation

For services rendered under this Agreement, the “City” agrees to pay “Scott” an annual lump sum at the flat rate specified herein for all individual accounts billed. Such lump sum payment shall become due and payable upon completion of the annual billing. The lump sum shall be for the aggregate total of individual accounts billed and shall be paid no later than the end of the month in which the annual billing is completed.

In the event that the "City" fails to pay "Scott" according to the terms as set forth herein, "Scott" shall be entitled to consider this Agreement null and void, and shall not be obligated in any manner whatsoever to bill and collect municipal ad valorem property taxes for the "City" as set forth herein.

#### TERM OF CONTRACT

This Agreement shall commence on the date stated above and shall continue in effect for the complete period of time that "Scott" occupies the office of Tax Commissioner, including all succeeding terms of office, or until either party terminates this agreement by giving written notice as hereinafter provided in this Agreement.

#### TERMINATION OF CONTRACT

##### Termination Upon Notice

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of the Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1st of the succeeding year.

#### OTHER GENERAL PROVISIONS

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

#### Mutual Obligations

“Scott” agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The “City” agrees to timely comply with all reasonable requests of “Scott” as is necessary to the performance of duties under this Agreement.

Entire Agreement of Parties

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. However, each party acknowledges that this Agreement is in addition to any other present and future agreements for billing services as made between the "City" and the county governing authority.

Executed on the date first written above.

CITY OF PINE LAKE

BY:           / S /            
Mike Stuckey, Mayor

Sworn to and subscribed before  
me this \_\_\_\_\_, 1996

TOM SCOTT

          Tom Scott            
Tom Scott

\_\_\_\_\_  
Notary Public

# DeKalb County Service Delivery Strategy 2010

## Legal/Judicial Services in DeKalb Municipalities and Atlanta

Legal/Judicial Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Municipal/ Recorders Court	D	D	D	D	D	D	D	D	D	D	D
Public Defender	D	C	C	C	C	C	C	C	C	C	D
Solicitor	D	C	C	C	C	C	C	C	C	C	D
Local Government Attorney	D	C	C	C	C	C	D	C	C	C	D

### Definitions

<b>MUNICIPAL / RECORDERS COURT</b>	Includes Judges and Clerks.
<b>PUBLIC DEFENDER</b>	Self explanatory.
<b>SOLICITOR</b>	Self explanatory.
<b>LOCAL GOVERNMENT</b>	Self explanatory.

- D:** Direct
- IG-DC:** Intergovernmental Agreement with DeKalb County
- IG-A:** Intergovernmental Agreement with an Authority
- J:** Joint Agreement
- C:** Contract
- A:** Authority
- IGA-ATL:** Intergovernmental Agreement with Atlanta
- N/A:** Not Available
- DC:** DeKalb 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:DEKALB COUNTY**

**Service: *Municipal / Records Court***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Fund

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

No Changes

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

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: DEKALB COUNTY

Service: *Public Defender*

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All Cities	General Fund
DeKalb County	General Fund & Indigent Defense Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Solicitor**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All Cities	General Fund
DeKalb County	General Fund & Indigent Defense Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:Local Government Attorney**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
All Cities	General Fund

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



# DeKalb County Service Delivery Strategy 2010

## Public Safety Services in DeKalb Municipalities and Atlanta

Public Safety	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Police (Basic)	D	D/DC	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	D	DC	DC	DC	D/DC	D	D	DC	DC	DC	D
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	D-DC	DC	DC	D
Marshall/ Real Estate & Warrants	D	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D
Fire	D	DC	DC-IG-DC	DC	D	DC	IG-DC	DC	DC	DC	D
Animal Control	IG-BOH	DC	D	DC	D	D	DC	DC	DC	DC	D
EMS	DC	DC	DC	DC	DC	DC	IG-DC	DC	DC	DC	D
911	D	IG-DC	D	IG-DC	D	D	IG-DC	DC	IG-DC	IG-DC	D
Dispatch	D	IG-DC	D	IG-DC	D	D	IG-DC	DC	IG-DC	IG-DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	D	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	D

### Definitions

<b>POLICE- BASIC</b>	Comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation, and crime scene investigation
<b>POLICE-NON BASIC</b>	Comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division.
<b>SHERIFF/JAIL &amp; EVICTIONS</b>	Self explanatory.
<b>MARSHALL/REAL ESTATE &amp; WARRANTS</b>	Self explanatory.
<b>FIRE</b>	Self explanatory.
<b>ANIMAL CONTROL</b>	Self explanatory.
<b>EMS</b>	Self explanatory.
<b>911</b>	Self explanatory.
<b>DISPATCH</b>	Self explanatory.
<b>MEDICAL EXAMINER</b>	Self explanatory.
<b>EMERGENCY MANAGEMENT</b>	Self explanatory.

**D:** Direct (City)

**IG-DC:** Intergovernmental Agreement with DeKalb County

**IG-A:** Intergovernmental Agreement with an Authority

**J:** Joint Agreement

**C:** Contract

**A:** Authority

**IGA-ATL:** Intergovernmental Agreement with Atlanta

**N/A:** Not Available

**DC:** DeKalb 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:DEKALB COUNTY**

**Service:Police**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
All Cities	General Fund and Grants
DeKalb County	Special Tax District and Grants

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

**Explanation for Continuing the Arrangement:**

**Overlapping but higher level of service.**



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:DEKALB COUNTY**

**Service:Sheriff**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: *Marshall /Real Estate & Warrants***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Fund

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

No Changes

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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





SERVICE DELIVERY STRATEGY

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: DEKALB COUNTY

Service: Fire

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Special Fire Tax District
Cities of Atlanta & Decatur	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
Resolution / DeKalb Co. BOC	All cities except for Atlanta and Decatur	1999

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?

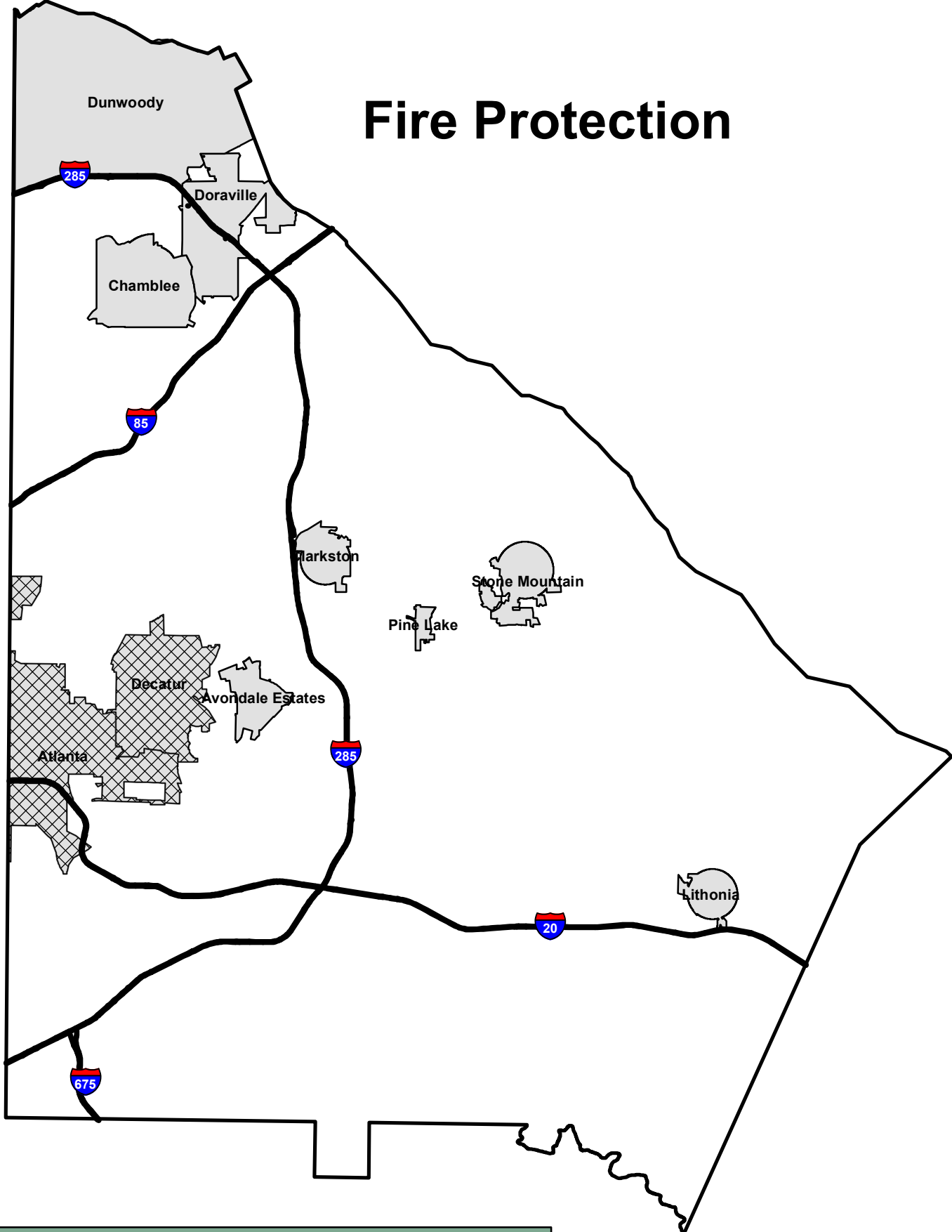
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

# Fire Protection



Department of Planning & Development- Long Range Planning Section

## Fire Protection

- Service Provided by DeKalb County
- Municipality Responsible for Service

Created: 11/18/10  
 Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission

## **FIRE**

The County levies property taxes in the cities of Avondale Estates, Chamblee, Clarkston, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain for the purpose of providing fire protection. This includes fire suppression, prevention, plan review and inspection services in the cities listed above however fire prevention in the City of Chamblee is done by separate agreement. The County's Resolution to Levy Taxes for the year 2010 is attached hereto as Exhibit A.

Attachment C

RESOLUTION TO LEVY TAXES  
FOR THE YEAR 2010

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia and it is hereby resolved by authority of same that there be, and there is hereby levied a tax for the year 2010 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$0.57 on the \$1,000.00 assessed valuation is levied on all taxable property in said County, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Bonded Indebtedness of said County**.
2. A Tax of \$1.37 on the \$1,000.00 assessed valuation is levied on all taxable property in the Unincorporated area in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
3. A Tax of \$8.96 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); and to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96).
4. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
5. A Tax of \$12.28 on the \$1,000.00 assessed valuation is levied on all taxable

## Attachment C

property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and roads maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (0.86); and to provide for fire protection to properties located within the DeKalb Fire Prevention District (2.46).

6. A Tax of \$13.21 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.79); and for the purposes of providing for fire protection to properties located within the DeKalb Fire Prevention District (2.46).
7. A Tax of \$10.09 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.13).

## Attachment C

8. A Tax of \$12.62 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.20); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
9. A Tax of \$11.42 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
10. A Tax of \$13.28 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.86); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).

## Attachment C

11. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
12. A Tax of \$13.01 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Service Tax Districts Act enacted April 12, 1982, as amended (1.59); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
13. A Tax of \$14.92 on the \$1,000.00 assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special



Attachment C

Services Tax Districts Act enacted April 12, 1982, as amended (3.50); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46). Pursuant to O.C.G.A. 33-8-8.3, funds received from the Insurance Premium Tax in 2009 will be expended for police protection in the unincorporated areas. In 2009, \$28,373,646.69 was received from said tax and expended for police protection in the unincorporated areas.

Adopted this 22th day of June 2010, by the DeKalb County Board of Commissioners.

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LARRY JOHNSON  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 22th day of June, 2010.

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W. BURRELL ELLIS, Jr.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

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BARBARA SANDERS  
Clerk of the Chief Executive Officer and  
Board of Commissioners,  
DeKalb County, Georgia

APPROVED AS TO FORM:

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LISA CHANG  
County Attorney



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: DEKALB COUNTY

Service: *Animal Control*

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
All	General Fund

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
Resolution / DeKalb Co. BOC	All cities except for Atlanta and Decatur	1999

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?

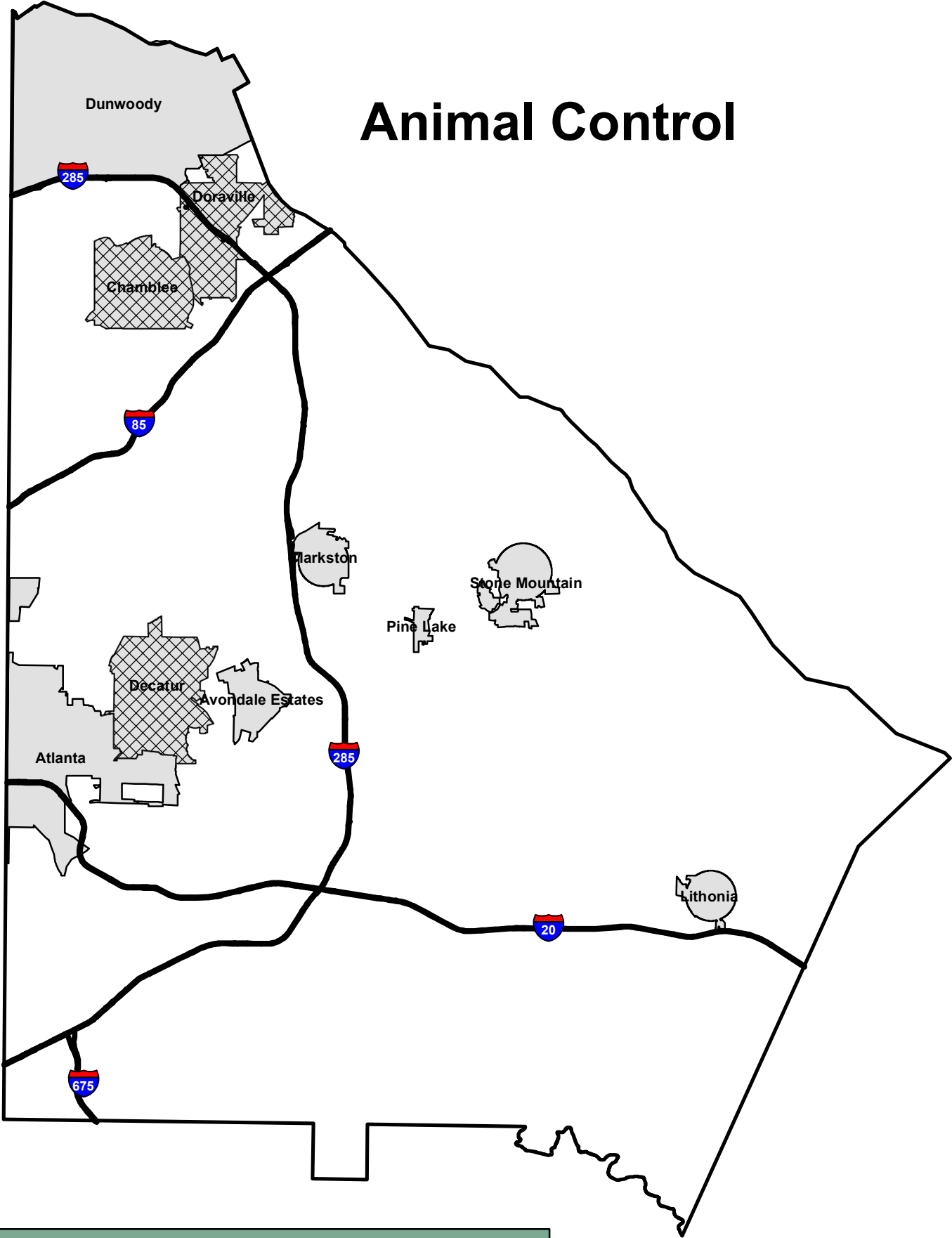
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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



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

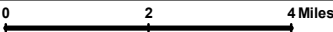
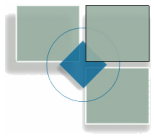
# Animal Control



Department of Planning & Development- Long Range Planning Section

## Animal Control

-  Service Provided by DeKalb County
-  Municipality Responsible for Service



Created: 11/18/10  
 Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission

**Explanation for Continuing the Arrangement:**

**Overlapping but higher level of service.**

## **ANIMAL CONTROL**

The County property taxes are levied by the County in the cities of Avondale Estates, Clarkston, Dunwoody, Lithonia, Pine Lake, and Stone Mountain includes the provision of Animal Control services. Each of those cities has adopted the County's Animal Control Code and authorized the County to enforce it and collect applicable fees within the city. A copy of the authorization/code for each city is attached. Atlanta contracts with the board of public health of DeKalb County for the enforcement of its Animal Control Code. A copy of the applicable Atlanta code section is attached. Chamblee, Decatur, and Doraville provide their own service.

## Chapter 18

### ANIMALS\*

#### Article I. In General

- Sec. 18-1. Enforcement.
- Sec. 18-2. Removal of carcasses of small animals.
- Sec. 18-3. Disposal of carcasses of large animals.
- Sec. 18-4. Sale of carcasses of animals unfit for food.
- Sec. 18-5. Cruelty.
- Sec. 18-6. Keeping animals infected with contagious disease.
- Sec. 18-7. Enclosures for keeping small animals.
- Sec. 18-8. Sanitation of enclosures; storage, removal, use of manure.
- Sec. 18-9. Removal of canine fecal matter.
- Secs. 18-10—18-30. Reserved.

#### Article II. Livestock

- Sec. 18-31. Definitions.
- Sec. 18-32. Running at large.
- Sec. 18-33. Impounding livestock at large.
- Sec. 18-34. Driving through streets.
- Sec. 18-35. Leaving horses in streets unattended or unbitted.
- Sec. 18-36. Grazing livestock on private property.
- Sec. 18-37. Keeping hogs or pigs prohibited.
- Sec. 18-38. Sale and feed stables.
- Sec. 18-39. Keeping hooved animals.
- Sec. 18-40. Location of private stables.
- Sec. 18-41. Stalls on ground level.
- Secs. 18-42—18-60. Reserved.

#### Article III. Dogs

- Sec. 18-61. Applicability to portion of city within DeKalb County.
- Sec. 18-62. Adoption of rabies control regulations of the health code of Fulton County.

\*Charter reference—General authority relative to animals, § 1-102(c)(35).

Cross references—Pets at Hartsfield Atlanta International airport, § 22-108; livestock at Hartsfield Atlanta International airport, § 22-109; pets in Oakland Cemetery, § 38-51; health and sanitation, ch. 86; donation of horses and dogs for police purposes, § 98-50; acceptance of gifts of animals by commissioner of parks, recreation and cultural affairs, § 110-5; protection of animals in parks, § 110-69; pets in parks, § 110-70; horseback riding in parks, § 110-71; animal-drawn vehicles generally, § 162-26 et seq.; specific provisions applicable only to animal-drawn vehicles, § 162-146 et seq.

State law references—Constitutional grant of home rule powers, Ga. Const. art. IX, § II; statutory grant of home rule powers, O.C.G.A. § 36-35-1 et seq.; animals generally, O.C.G.A. § 4-1-1 et seq.

## ARTICLE I. IN GENERAL

### Sec. 18-1. Enforcement.

The mayor may negotiate and execute contracts with the boards of public health of Fulton and DeKalb Counties to effectuate the enforcement of this chapter within their respective counties. (Code 1977, § 14-4016)

### Sec. 18-2. Removal of carcasses of small animals.

(a) *Authority.* The director, bureau of sanitary services shall deliver to the city dumping grounds the carcasses of small animals, such as sheep, dogs and the like.

(b) *Notice of death, existence of carcass.* Any person owning the carcass of any small animal or any person on whose premises a small animal should die or be found dead, within three hours of its death or the discovery thereof, shall notify the sanitation inspector of the district wherein the dead animal may be found or the director, bureau of sanitation services of the location of the animal, unless the owner within that time shall remove or cause or procure the removal of the carcass to a place designated by the director, bureau of sanitation services.

(c) *Charges established.* Any collection or disposal of dead animal carcass received from private agencies providing care and treatment to animals shall be accompanied by payment of the required fee, which shall cover the cost of such service to be rendered.

(d) *Determination of amounts.* The rates referred to in subsection (c) of this section shall be determined annually by the commissioner of public works and shall be based on the current cost of collection and disposal of dead animals. A schedule of the charges shall be filed with the municipal clerk by the commissioner of public works not later than the second week following adoption of the annual budget and shall be made effective January 1 of each year.

(e) *Payment.* Payment of collection and disposal shall be made by coupons purchased from the city before the dead animal is collected and transported to the disposal facility.

(Code 1977, § 14-4017)

Cross reference—Municipal solid waste collection and disposal system, § 130-36 et seq.

### Sec. 18-3. Disposal of carcasses of large animals.

The police chief or the director, bureau of sanitary services, upon becoming informed of any dead horse, mule, cow or other large animal within the city limits, shall cause the carcass to be properly buried or disposed of so as not to create a nuisance. No person other than those employed to do so shall remove the carcass of the animal, provided that the owner or the owner's authorized agent may remove the carcass from the city under the direction of a sanitation inspector, but no one other than a sanitation inspector shall bury the animal within the city limits.

(Code 1977, § 14-4018)

Cross reference—Municipal solid waste collection and disposal system, § 130-36 et seq.

### Sec. 18-4. Sale of carcasses of animals unfit for food.

When the carcass of an animal slaughtered for meat has been condemned as unfit for food under health rules, the owner may sell it for use in making tallow or the hide may be utilized or for any proper similar purpose, provided that this disposition is made within three hours after condemnation. The owner shall file with the bureau of sanitary services a receipt from the purchaser showing the time of delivery. Blank forms for these receipts shall be furnished by the bureau of sanitary services without charge.

(Code 1977, § 14-4019)

### Sec. 18-5. Cruelty.

It shall be unlawful for any person to overload, cruelly treat, maim, bruise, deprive of necessary sustenance, ill use or in any manner whatsoever torture or abuse any animal.

(Code 1977, § 14-4015)

State law reference—Cruelty to animals, O.C.G.A. § 16-12-4.



**Sec. 18-6. Keeping animals infected with contagious disease.**

It shall be unlawful for any person to have and to keep any animal infected with a disease which may contaminate other animals and which may be a health hazard.  
(Code 1977, § 14-4014)

**Sec. 18-7. Enclosures for keeping small animals.**

Small animals, such as dogs, rabbits, guinea pigs, chickens, turkeys and the like, may be kept within the city limits, subject to the following:

- (1) *Condition, size.* All these animals must be provided with adequate housing. The houses, hutches, pens or other enclosures wherein animals are kept shall have a solid floor made of cement or other suitable washable material, except when pens are 75 feet or more from the nearest neighbor's residence or place of business. Floor space in all these houses, hutches, pens or enclosures, wherever located, must have the following minima:
  - a. Dogs, 100 square feet per animal over four months of age.
  - b. Rabbits or guinea pigs, four square feet per animal over four months of age.
  - c. Turkeys, four square feet per bird over four months of age.
  - d. Chickens and similar fowl, two square feet per bird over four months of age.
  - e. Bantams, one square foot per bird over four months of age.
- (2) *Location.* Pens or yards where such animals and birds are kept shall be placed at the following minimum distances from any residence or business establishment:
  - a. Distance from any residence, except that of owner, or any business establishment, 50 feet.
  - b. Distance from owner's residence, five feet.

(3) *Maximum number.* The maximum number of such animals which may be kept on a single premises shall not exceed the following:

- a. Dogs, ten.
- b. Rabbits or guinea pigs, 75.
- c. Turkeys, chickens, bantams or similar fowl, 25.

(Code 1977, § 14-4012)

**Sec. 18-8. Sanitation of enclosures; storage, removal, use of manure.**

(a) *Generally.* It shall be unlawful for any person having authority to control the use of any stable, pen, shed, stall or other place where animals are kept to allow it to become filthy, malodorous or insanitary. Every person who owns or keeps animals shall maintain in connection therewith a bin or pit in which the manure from those animals shall be placed pending removal. The bin or pit shall be provided with covers or other devices approved by the director, bureau of sanitary services sufficient to prevent the ingress and egress of flies and other insect pests. The bin or pit shall be located at a point most remote from the house of the nearest neighbor and most remote from any street or avenue but must remain on the premises of the owner. All persons controlling places where animals are kept shall remove all manure from the bins or pits before it shall become malodorous or insanitary.

(b) *Use of manure as fertilizer.* The person may use manure upon such person's premises for the purpose of enriching such person's own ground or for any other purpose to which manure can properly be put, when not offensive or insanitary, and may remove manure from bins, pits or other places where deposited for any purpose when the manure is not offensive or insanitary.

(c) *Drainage.* All places wherein livestock are kept shall have adequate drainage sufficient to prevent standing water in yards or pens.

(d) *Use of chemical agents.* All yards or pens wherein livestock are kept shall be regularly covered with lime or other suitable chemical agents, as may be approved by the sanitary engineer, to prevent bad odors or nuisances to neighbors.

(Code 1977, § 14-4013)

**Sec. 18-9. Removal of canine fecal matter.**

(a) It shall be unlawful for any person owning, possessing, harboring or having care, charge, control or custody of any dog not to remove any feces left by that dog on any sidewalk, gutter, street, lot or other public area. Dog waste shall be immediately removed by placing said matter in a closed or sealed container and thereafter disposing of it in a trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(b) Each and every violation of this code section shall be punishable to the extent provided by code section 1-8.

(c) This section shall not apply to visually impaired persons who have the charge, control or use of a guide dog.  
(Ord. No. 1996-57, § 1, 8-12-96)

**Secs. 18-10—18-30. Reserved.**

**ARTICLE II. LIVESTOCK****Sec. 18-31. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*At large* includes every animal classed as livestock running freely beyond the limits of the lands of its owner or manager, upon the streets or upon private or public property.

*Livestock* includes horses, mules, cows, sheep, goats, hogs and all other animals used or fit either for food or labor.

(Code 1977, § 14-4001)

*Cross reference*—Definitions generally, § 1-2.

**Sec. 18-32. Running at large.**

No person having custody, control or charge of any animal classed as livestock shall suffer it to run at large or open any enclosure where the animal may be confined or in any way release the animal from any confinement for the purpose of permitting it to escape therefrom.  
(Code 1977, § 14-4002)

**Sec. 18-33. Impounding livestock at large.**

Whenever any officer of the city having police authority shall find any livestock at large, the officer shall impound the animal and make an immediate report thereof to the police chief, who shall comply with the requirements of O.C.G.A. §§ 4-3-3—4-3-11, as to the appraisal, care and disposition of the impounded livestock.  
(Code 1977, § 14-4003)

**Sec. 18-34. Driving through streets.**

It shall be unlawful for any person to drive any animal classed as livestock through the streets or public places of the city.  
(Code 1977, § 14-4004)

**Sec. 18-35. Leaving horses in streets unattended or unbitted.**

(a) No horse shall be left unattended in any street nor shall any horse be unbitted in any street.

(b) Subsection (a) of this section does not apply to horses being used by on-duty police officers.  
(Code 1977, § 14-4005)

**Sec. 18-36. Grazing livestock on private property.**

(a) *Permission required.* No person shall be permitted to herd or graze cattle or other livestock on any lot in the city without first securing permission in writing from the owner or agent of the owner of the lot.

(b) *Enforcement.* Any cattle or other livestock found upon any lot, contrary to subsection (a) of this section, shall be considered as running at large and shall be taken up, advertised and sold in accordance with section 18-33.  
(Code 1977, § 14-4006)

**Sec. 18-37. Keeping hogs or pigs prohibited.**

It shall be unlawful for any person to keep hogs or pigs within the corporate limits of the city.  
(Code 1977, § 14-4007)

**Sec. 18-38. Sale and feed stables.**

(a) *Petition required.* Sale and feed stables may be operated only in sections of the city zoned for industrial uses. Any person desiring to open, operate or maintain a sale or feed stable in any section of the city shall first file a petition with the department of police for a license or permission to open and operate the stable. The petition shall distinctly and fully describe the lot or house at or in which the stable is to be located, giving its number, if any, or if no number the names of the owners of adjoining property. The petition shall not be entertained by the department of police unless it bears the written consent and approval of the owners of a majority of the real estate lying within a radius of 150 feet of the location, measuring in all directions.

(b) *Action on petition.* The petition, when filed as provided in subsection (a) of this section, shall be referred to the license review board for action, and no action shall be taken by the mayor until it is returned thereto by the board with its approval. When so approved and returned, the petition shall be considered by the mayor and if, in the mayor's judgment, the location of the stable will not be injurious to persons living in the neighborhood or amount to a nuisance or discomfort, the mayor shall grant the applicant permission to open, operate and maintain the stable. Without that sanction, neither the chief financial officer nor any other officer shall issue a permit or license therefor.  
(Code 1977, § 14-4008)

**Sec. 18-39. Keeping hoofed animals.**

Hoofed animals, such as horses, cows, goats, sheep and the like, may be kept within the city limits, subject to the following:

- (1) *Housing and enclosures.* All these animals must be provided with adequate housing, pens or enclosures. Floor space in such housing, pens or enclosures must have the following minima:
  - a. Horses, mules, asses or cows, 200 square feet per animal over four months of age.

- b. Sheep or goats, 150 square feet per animal over four months of age.

(2) *Location.* Housing, pens or enclosures where such animals are kept shall be placed at the following minimum distances from any residence or any business establishment regularly used by large numbers of people:

- a. Distance from any residence except that of owner, 150 feet.
- b. Distance from nearest business establishment, 150 feet.
- c. Distance from owner's residence, 25 feet.

(3) *Maximum number.* The maximum number of such animals which may be kept on a single premises shall not exceed the following:

- a. Horses, mules, asses or cows, five.
- b. Sheep or goats, ten.

(Code 1977, § 14-4009)

**Sec. 18-40. Location of private stables.**

It shall be unlawful for any person to erect or use a private stable nearer than 75 feet to any residence or place of business, without the consent of the owner and occupant of the adjacent residence or place of business.  
(Code 1977, § 14-4010)

**Sec. 18-41. Stalls on ground level.**

It shall be unlawful for any person to house or stall horses, mules or cows in any building at a higher level than that of the first or ground floor thereof. This shall apply to all buildings, whether used specifically for the housing of animals or for any other purpose.  
(Code 1977, § 14-4011)

**Secs. 18-42—18-60. Reserved.**

**ARTICLE III. DOGS****Sec. 18-61. Applicability to portion of city within DeKalb County.**

(a) *Generally.* The following shall apply to that portion of the city within DeKalb County:

- (1) *Duty of owner to keep dog under control.* It shall be unlawful for the owner of any dog or for any person having a dog in such person's possession and control to permit the dog to be out of control and unattended off the premises of the owner in that part of the city within DeKalb County or upon the property of another person without permission of the owner or person in possession thereof.
- (2) *Definition of dog under control.* A dog is under control if the dog is controlled by a leash, is at heel or is beside a competent person and obedient to that person's commands or is within a vehicle being driven or parked on the streets or is within the property limits of the dog's owner.

(3) *Disposition of impounded dogs.*

- a. The designated enforcement agency of the city shall notify immediately by registered or certified mail the owner of each dog impounded if the owner is known or can be reasonably ascertained. The owner may, within seven days after the mailing of the notice, reclaim the dog by the payment of an impoundment fee of \$7.50 plus a boarding fee of \$3.00 for each day the dog was impounded, the annual permit fee if not paid and the cost of rabies inoculation if the dog was not wearing a current rabies inoculation tag.
- b. The designated enforcement agency may offer for adoption to any person any dog unredeemed or unclaimed by the owner after seven days upon payment of the required license fee, cost of rabies inoculation and impoundment fee of \$7.50.
- c. If a dog is not claimed by the owner within the time prescribed or adopted within ten days after impoundment, the designated enforcement agency shall dispose of it in a manner as humane and painless as possible or may donate it to any public or private institution for disposition.

- (4) *Duty of owner of dog to secure annual permit.* The owner or possessor of each dog who shall own or shall possess the dog on January 1 of each year shall, within 30 days thereafter and not later than when the dog shall be six months of age, and the owner and possessor of each dog which shall be acquired or possessed after January 1 of each year shall, within 30 days thereafter or by the time the dog is six months of age, obtain from the designated enforcement agency an owner's permit and pay an annual owner's permit fee of \$3.00 per dog, with the maximum charge per family of \$10.00, regardless of the number of dogs six months old or over.

(b) *Enforcement agency designated.* As an enforcement agency of the city for that portion of the city lying within DeKalb County, there is desig-

nated for the primary responsibility of the enforcement of subsection (a) of this section the animal control unit for DeKalb County and, when called upon by this unit, the officers and employees of the DeKalb County health department or DeKalb County police department. These agencies, their officers and employees are clothed with the power of the city for the purpose of the enforcement of subsection (a) of this section.

(c) *Procedure.* Upon information known to or complaint lodged with any officer or member of the animal control unit, the DeKalb County police department or the DeKalb County health department that any owner or possessor of a dog is in violation of subsection (a) of this section, a summons shall be issued by an officer of the animal control unit requiring the owner or possessor of the dog to appear before the judge of the municipal court of the city on a day and time certain, to stand trial for violation of subsection (a) of this section. If this violation has not been witnessed by an officer or other employee of the city or county, a subpoena shall be issued to the person making the complaint to be and appear on the day and time set to testify on behalf of the city. If the owner or possessor of any dog is not known and the dog is upon the streets, alleys, sidewalks, school grounds, public places and premises of another prohibited by subsection (a) of this section, upon complaint made to or information known to the animal control unit, the unit shall immediately take possession of the dog and impound it according to rules and regulations provided by law or by ordinance of this city for the detention, control and disposition of dogs impounded pursuant to any applicable law or ordinance.

(d) *Disposition of funds.* The owner's permit fee, impoundment fee and cost of rabies inoculation referred to in subsection (a) of this section shall be paid to the designated enforcement agency and retained by the agency.

(e) *Statistical data.* The enforcement agency will, upon request of the city, furnish periodic reports of the number of dogs impounded, as well as other statistical data as may be requested with respect to the control of dogs and prevention of rabies.

(Code 1977, §§ 14-4041, 14-4042, 19-14.012)

**Sec. 18-62. Adoption of rabies control regulations of the health code of Fulton County.**

(a) The regulations of the health code of Fulton County relating to rabies and animal control, as codified in chapter 34, article 6 of the Code of Laws of Fulton County, as amended, or as may be hereafter amended, modified, revised or renumbered, are adopted and shall apply to that portion of the city lying within the territorial limits of Fulton County.

(b) Any person violating any of the provisions of the adopted regulations of the health code of Fulton County, as designated in subsection (a) of this section, shall be deemed guilty of an offense.

(c) Any deputy sheriff of Fulton County, as provided for in any agreement existing between the city and Fulton County, shall be clothed with the power of the city for the purpose of the enforcement of this section, including, without limitation, the power to arrest, the issuance and service of summons and the service of all processes and orders of the municipal court of the city.

(Code 1977, §§ 14-4043—14-4045; Ord. No. 1998-34, § 1, 5-12-98)

## Chapter 5

### ANIMALS\*

Sec. 5-1.	Definitions.
Sec. 5-2.	Animal control center.
Sec. 5-3.	Enforcement generally.
Sec. 5-4.	Fee schedule and miscellaneous regulations.
Sec. 5-5.	Public nuisances prohibited.
Sec. 5-6.	Dangerous animals.
Sec. 5-7.	Notice to owner of impounded animal.
Sec. 5-8.	Running at large.
Sec. 5-9.	General responsibilities of owners.
Sec. 5-10.	Keeping animal under restraint—While on owner's property.
Sec. 5-11.	Same—While off owner's property.
Sec. 5-12.	Rabies vaccination; registration fee; issuance of tag.
Sec. 5-13.	Collars, tags worn by dogs and cats.
Sec. 5-14.	Rabies inoculation mandatory for dogs and cats.
Sec. 5-15.	Guard dogs, dangerous dogs; warning signs on premises.
Sec. 5-16.	Abandonment or abuse.
Sec. 5-17.	Pigeons.
Sec. 5-18.	Training for fighting prohibited.
Sec. 5-19.	Change of ownership of animals.
Sec. 5-20.	Neutering of animals.

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\*Cross references—Animals at DeKalb-Peachtree Airport, § 6-51; rabies control, § 13-126 et seq.; bird sanctuaries, § 16-5; development standards for structures used to contain pigeons, § 27-569.

State law references—General constitutional grant of home rule powers, Ga. Const. art. IX, § II, ¶ II; constitutional grant of power to provide animal control, Ga. Const. art. IX, § II, ¶ III(a)(3); local licensing and regulation of animals to further rabies control, O.C.G.A. § 31-19-3; cruelty to animals, O.C.G.A. § 16-12-4; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.

**Sec. 5-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned animal* means any domesticated animal which has been placed upon public property or within a public building unattended or uncared for, or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. A domesticated animal shall also be considered as abandoned when it has been upon or within the property of the owner or custodian of such animal for a period of time in excess of thirty-six (36) hours unattended and without proper food and water.

*Abused animal* means any animal which is any of the following:

- (1) Mistreated, beaten, tormented or teased.
- (2) Deprived of water, food or shelter.
- (3) Kept under unsanitary conditions.
- (4) Abandoned.
- (5) Trained for fighting other animals.
- (6) Transported unrestrained in open air vehicles.
- (7) Transported in the trunk of any vehicle.
- (8) Left unattended in a vehicle in extreme heat without proper ventilation.

*Altered animal* shall mean a female animal which has been spayed or a male animal which has been castrated (neutered) by a licensed veterinarian in order to render the animal incapable of reproducing.

*Animal at large* means any animal not under restraint.

*Animal control center* means the facility designated by the board of commissioners for the detention of animals.

*Animal control officer* means any person so designated by the county to perform the duties prescribed by this chapter.

*Animal under restraint* means any animal humanely secured by a leash or lead or enclosed by way of fence or other enclosure or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal or the animal confined within a vehicle parked or in motion.

*Companion animal* means a domesticated animal kept for pleasure rather than utility. Such pets include, but are not limited to birds, cats, dogs, hamsters, horses, mice, reptiles, domesticated wild animals, exotic animals and other animals associated with human environment.

*Dangerous animal* means any animal which constitutes a physical threat to human beings or other domestic animals by virtue of a known propensity to endanger life by an unprovoked assault or by biting so as to cause serious bodily harm or an animal trained, owned or harbored for the purpose, primarily or in part, of animal fighting. An animal shall not be deemed dangerous if:

- (1) It bites, attacks or menaces:
  - a. Anyone assaulting the owner;
  - b. A trespasser on the property of the owner; or
  - c. Any person or other animal who has tormented or abused it;
- (2) It is otherwise acting in defense of an attack from a person or other animal upon the owner or other person; or
- (3) It is protecting or defending its young or other animal.

*Department* means the public safety department.

*Director* means the public safety director.

*Domesticated animal* means an animal that is accustomed to living in or about the habitation of people, including but not limited to cats, cows, dogs, fowl, horses, swine, domesticated wild animals and/or exotic animals.

*Electronic animal confinement system* shall mean a commercially produced and professionally installed electronic fence which requires an electrically generated perimeter which is not visible, and that the animal within the perimeter wear an



humane fashion or in accordance with the provisions of O.C.G.A. tit. 4 [§ 4-1-1 et seq.].  
(Code 1976, § 4-4010)

State law reference—Impoundment of livestock, O.C.G.A. § 4-3-4 et seq.

**Sec. 5-4. Fee schedule and miscellaneous regulations.**

(a) Fees to be collected by the director shall be as established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners.

(b) Dogs and cats adopted or reclaimed must have a current rabies certificate or the owner must pay a late fee in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners, and dogs and cats adopted or reclaimed without a current inoculation must receive a rabies inoculation within five (5) days.

(c) For any canine or feline adopted from the animal control center, a fee in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners, will be charged to have the animal spayed or neutered by a veterinarian participating in the spay/neuter program. The fee will be paid to the veterinarian by the county upon the return of the certificate issued by the county to the veterinarian performing the surgery. The certificate for puppies and kittens will be honored for six (6) months from the date of issue, and thirty (30) days from the date of issue for adult dogs and cats.

(d) The fees to be paid for the following shall be in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners:

- (1) For adoption of cats, dogs, kittens and puppies.
- (2) For boarding impounded animals.
- (3) As an impoundment fee.
- (4) As an owner's rabies tag registration fee for altered and unaltered animals:
  - a. Kitten or puppy six (6) months of age or less at time of license application, three dollars (\$3.00).

- b. Cat or dog with a veterinarian exemption due to a permanent health problem or advanced age (ten (10) years or older) which prevents surgery, three dollars (\$3.00). Such exemption must be noted on the rabies certificate by the vaccinating veterinarian.
- c. Altered cat or dog, three dollars (\$3.00). (Proof of spay/neuter must accompany animal license application).
- d. Unaltered cat or dog seven (7) months to ten (10) years, ten dollars (\$10.00).

(5) For seizing and impounding an animal suspected of being rabid.

(6) Any other fees deemed necessary or which are incurred while an animal is in the custody of the animal control center.

(7) For a nonrefundable user fee for live animal traps, ten dollars (\$10.00) per trap.

(8) For emergency transportation of an injured animal to a veterinarian for the animal owner, twenty dollars (\$20.00) per animal.

(Code 1976, § 4-4017; Ord. No. 92-01, §§ 4-6, 1-14-92)

**Sec. 5-5. Public nuisances prohibited.**

It is unlawful to knowingly keep, own, harbor or act as custodian of a public nuisance animal.  
(Code 1976, § 4-4002)

**Sec. 5-6. Dangerous animals.**

(a) If a law enforcement agent of the county has probable cause to believe that a dangerous animal is being harbored in violation of this chapter, such agent may do one (1) of the following:

- (1) Order the violation immediately corrected and cite the owner or keeper to appear in court for the violation.
- (2) If the violation cannot be immediately corrected and the animal is posing an imminent, serious threat to human beings or other domestic animals, the animal may be seized and impounded, in which case the owner or keeper will be cited to appear in court for the violation. At the owner's request and expense, such impoundment may

without permission of the owner of that property or of the person in possession of that property, except dogs being hunted in accordance with state game and fish department laws, rules and regulations.

(Code 1976, § 4-4004)

State law reference—Permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

#### Sec. 5-9. General responsibilities of owners.

(a) It shall be the duty of every owner of any animal, or anyone having possession or custody of any animal, to exercise reasonable care and to take all necessary steps and precautions to protect other people, property and animals from injuries or damages which might result from such animal's behavior, regardless of whether such behavior is motivated by mischievousness, playfulness or ferocity.

(b) If the owner or keeper of any animal is a minor, the parent or guardian of such minor shall be responsible to ensure that there is compliance provisions of this section.

(c) It shall be unlawful for any person who possesses, harbors or is in charge of any animal not to immediately remove excrement deposited by the animal on any street right-of-way, public or private property. It shall be the duty of any person having custody and control of any animal, while not on their own property, to have in their possession a device, equipment, or other means for the picking up and removal of animal excrement. The provisions of this section shall not apply to any animal aiding the handicapped (e.g., guide dog) or to an animal when in police or rescue activities.

(Code 1976, § 4-4005; Ord. No. 93-08, § 1, 5-25-93)

#### Sec. 5-10. Keeping animal under restraint— While on owner's property.

(a) It shall be the duty of every owner of any animal, or anyone having possession or custody of any animal, to ensure that the animal is kept under restraint and that reasonable care and precautions are taken to prevent the animal from leaving, while unattended, the real property limits

of its owner, possessor or custodian, and to ensure that:

(1) The animal is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump or otherwise escape on its own volition. Such enclosure must be securely locked at any time the animal is left unattended.

(2) The animal is on a leash and under the control of a competent person; or is off leash and obedient to that person's command and that person is present with the animal any time it is not restrained as provided for in paragraph (1) of this subsection while on the owner's property.

(b) Additional requirements for precautions to be taken by owners of dangerous animals are:

(1) Whenever outside of its enclosure as provided for in paragraph (a)(1) of this section, but on the owner's property, a dangerous dog must be attended by the owner and restrained by a secure collar and leash of sufficient strength to prevent escape.

(2) No dangerous animal shall be chained, tethered or otherwise tied to any inanimate object such as a tree, post or building, outside of its own enclosure as provided for in paragraph (a)(1) of this section.

(3) In addition to the requirements in paragraph (a)(1) of this section for owners of dangerous animals who maintain their animals out-of-doors, a portion of their property should be fenced with a perimeter or area fence. Within this perimeter fence, the dangerous animal must be humanely confined inside a pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides; the sides must either be buried two (2) feet into the ground, sunken into a concrete pad or securely attached to a wire bottom. The gate to the kennel must be locked.

(c) An electronic animal confinement system shall be considered an acceptable enclosure when:

(1) The equipment is maintained and in continuous working order, and the animal to

section to obtain the rabies tag therefor, who fails to obtain same shall be obligated to pay a late charge in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners, for any rabies tag required under the terms of this section.

(c) The public safety director and designees thereof shall exercise the powers and duties of the rabies control officer pursuant to the provisions of section 13-146 and shall be responsible for enforcing the provisions of chapter 13, article VI. (Code 1976, § 4-4008)

Cross reference—Rabies control, § 13-126 et seq.

**Sec. 5-13. Collars, tags worn by dogs and cats.**

It shall be the duty of each dog or cat owner, possessor or custodian to provide a collar for such dog or cat to which the rabies inoculation tag shall be attached. The collar, together with the tag, shall be worn by the dog or cat if the animal is required to be inoculated against rabies as provided in section 5-12. Failure to comply with this section shall be unlawful.

(Code 1976, § 4-4009)

**Sec. 5-14. Rabies inoculation mandatory for dogs and cats.**

All dogs and cats in the incorporated and unincorporated limits of the county shall be inoculated for the prevention of rabies by a licensed veterinarian, notwithstanding anything in chapter 13 of this Code to the contrary.

(Code 1976, § 4-4013)

**Sec. 5-15. Guard dogs, dangerous dogs; warning signs on premises.**

All owners, keepers or harborers of any guard dog or dangerous dog shall display in a prominent place on their premises, and at each entrance or exit to the area where such dog is confined, a sign easily readable by the public using the words "Beware of Dog."

(Code 1976, § 4-4015)

State law reference—Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.

**Sec. 5-16. Abandonment or abuse.**

It shall be unlawful for anyone to knowingly abandon or abuse any domesticated animal within the county. Each person who knowingly abandons or abuses, or willingly permits such abandonment or abuse, or aids in the abandonment or abuse of any domesticated animal shall be guilty of an offense.

(Code 1976, § 4-4016)

Cross reference—Rabies control, § 13-126.

State law references—Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.; cruelty to animals, O.C.G.A. § 16-12-4.

**Sec. 5-17. Pigeons.**

(a) Owners of residential property, as defined in chapter 27, shall be allowed to raise, maintain and confine pigeons, which pigeons shall be raised, maintained and confined for noncommercial uses. The intention of this section is to accommodate persons owning residentially zoned property who desire to raise, maintain and confine pigeons for a hobby.

(b) No person shall be permitted to raise, harbor, confine, contain or maintain pigeons, on residentially zoned property, in a number in excess of two hundred (200), except where permitted by the zoning ordinance of the county, as it presently exists or as hereafter amended.

(c) Persons who own residentially zoned property, which property contains not less than one and one-half (1½) acres in total area, and who desire to raise, maintain and confine pigeons in accordance with subsection (a) above may do so, provided that:

(1) The number of pigeons kept on the premises does not exceed two hundred (200).

(2) No pigeon loft or structure designed for the confinement of pigeons shall be constructed closer than twenty-five (25) feet to any property line of any abutting landowner nor constructed closer than two hundred (200) feet to any dwelling or structure of any abutting landowner which is designed, arranged and used for the living quarters of one (1) or more persons.

any business or store or on the side of any public roadway in the county.

(Ord. No. 92-01, § 7, 1-14-92)

**Sec. 5-20. Neutering of animal(s).**

It shall be the duty of any owner or possessor of any dog or cat adopted from the animal control center to have the dog or cat altered. Puppies and kittens must be altered by a licensed veterinarian within six (6) months from their date of adoption from the animal control center, and adult dogs and cats must be altered by a licensed veterinarian within thirty (30) days of their adoption. Failure to comply with this section may result in a fine not to exceed five hundred dollars (\$500.00).

(Ord. No. 92-01, § 7, 1-14-92)

ORDINANCE ADOPTING THE ANIMAL CONTROL  
ORDINANCE OF DEKALB COUNTY, GEORGIA

WHEREAS, by resolution duly adopted by the City of Stone Mountain, the City has elected to use the Animal Control Department of DeKalb County, Georgia to regulate and enforce its animal control ordinances;

WHEREAS, the City desires for the orderly administration of said animal control ordinances by DeKalb County, Georgia and;

WHEREAS, the City desires that its code shall comply with those sections of the code of DeKalb County, Georgia, dealing with animal control regulations;

NOW, THEREFORE, be it ordained, and it is hereby ordained by the City Council of the City Stone Mountain, Georgia, that the animal control ordinance of the City as set forth in Part 10, Chapter 6, Article B of the Code of the City of Stone Mountain, Georgia be amended as set forth in the following:

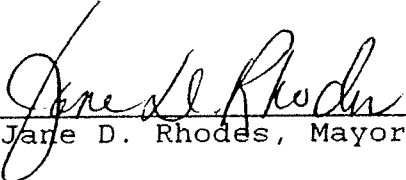
1. Part 10, Chapter 6, Article B is repealed in its entirety and Part 7, Chapter 4, Division II of the code of DeKalb County, Georgia, as more particularly set forth in Article A, Section 7-4001 through Section 7-4016, as amended, is adopted in its entirety and shall be known as new Section 10-6011 through Section 10-6026 of the Code of the City Stone Mountain.

A new Code Section 10-6027 is hereby adopted as follows:

Any person violating the terms of this Article or rules and regulations promulgated pursuant thereto shall be punished by a fine not exceeding \$100.00, or sentenced to serve upon the streets of the City for not more than 30 days or both, in the discretion of the Mayor or Recorded.

Should any part, paragraph, or portion of this Chapter be declared invalid for any reason by any Court of competent jurisdiction, such declaration shall not affect the remaining portions of this Chapter not so declared to be invalid, but all such remaining portions of this Chapter shall remain in full force and effect as if they were separately adopted.

Approved and adopted by affirmative vote of the City Council at its regular meeting this 7th day of April, 1987.

  
Jane D. Rhodes, Mayor

  
Ralph Durham, City Clerk

## Chapter 4

### ANIMALS\*

- Sec. 4-1. Definition.
- Sec. 4-2. Pastures; keeping of hogs.
- Sec. 4-3. Keeping of livestock.
- Sec. 4-4. County ordinance adopted.

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\***Charter reference**—Municipal powers, § 1.12.

**Cross references**—Health and sanitation, Ch. 11; licenses and business regulations, Ch. 12; motor vehicles and traffic, Ch. 13; noise control, Ch. 15; nuisances, Ch. 16; parades, demonstrations and picketing, Ch. 18; zoning, App. A; noise caused by animals, § 15-10; nuisances enumerated, § 16-1.

**State law references**—Animals, O.C.G.A. Title 4; cruelty to animals, O.C.G.A. § 16-12-4; game and fish, O.C.G.A. Title 27; abatement of nuisances in cities, O.C.G.A. § 41-2-5; civil liability for injury or damage by animal, O.C.G.A. § 51-2-6 et seq.

**Sec. 4-1. Definition.**

For the purposes of this chapter, the word "livestock" shall mean horses, mules, cows, goats, and all other animals used or fit for food or labor. (Code 1976, § 10-6001)

**Sec. 4-2. Pastures; keeping of hogs.**

There shall be no pastures erected within one hundred (100) feet of any residence. All pastures must be kept in a sanitary condition. The keeping of hogs in the city is hereby prohibited. (Code 1976, § 10-6004)

**Sec. 4-3. Keeping of livestock.**

Any person who keeps horses, mules, cattle, or other livestock within the corporate limits of the city shall keep all stalls and stables at least one hundred (100) feet from any dwelling house or business. All stalls and lots must be kept clean and sprayed at least once per day with insecticide. All stalls and lots must be sprayed at least once per day with a strong disinfectant in a sufficient quantity to keep down odor. (Code 1976, § 10-6005)

**Sec. 4-4. County ordinance adopted.**

(a) Chapter 5, Animals, of the Code of DeKalb County, Georgia, as amended, is adopted in its entirety as a part of this section.

(b) Any person violating the terms of this section or rules and regulations promulgated pursuant hereto shall be punished as provided in section 1-11.

(Ord. of 4-7-87(4))

**Editor's note**—The ordinance adopted in the above section is on file in the city hall.





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:DEKALB COUNTY**

**Service:EMS**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Funds & User Fees

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:911**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	User Fees
Cities of Atlanta, Chamblee, Decatur & Doraville	General Fund and User Fees

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Resolutions/DeKalb County Board of Commissioners	Atlanta, Chamblee, Decatur, & Doraville with DeKalb County	

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Dispatch**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Fund and User Fees
Decatur & Chamblee	General Fund and User Fees
Atlanta, Doraville, Lithonia, and Stone Mountain	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Resolution by DeKalb County Board of Commissioners	Avondale Estates, Clarkston, & Pine Lake with DeKalb County	1999

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

## **EMS, 911 AND DISPATCH**

The County levies property taxes in the cities of Atlanta, Avondale estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain for the provision of police protection. This includes EMS, 911 and dispatch services where applicable. The County also receives the statutory 911 fee that is assessed on users by the telephone company for all cities except Atlanta, Decatur and Chamblee.

In exchange for these taxes and fees, the County provides 911 services for the cities of Avondale Estates, Clarkston, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain. Calls for 911 service that are within a city are directed to the applicable city police department for response and dispatch. The County performs dispatch services for the cities of Clarkston, Avondale Estates, Dunwoody, Pine Lake and Lithonia (on a limited basis). EMS services are provided county-wide. A copy of the County's Resolution to Levy Taxes for the year 2010 is attached hereto Exhibit A.

Attachment C

RESOLUTION TO LEVY TAXES  
FOR THE YEAR 2010

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia and it is hereby resolved by authority of same that there be, and there is hereby levied a tax for the year 2010 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$0.57 on the \$1,000.00 assessed valuation is levied on all taxable property in said County, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Bonded Indebtedness of said County**.
2. A Tax of \$1.37 on the \$1,000.00 assessed valuation is levied on all taxable property in the Unincorporated area in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
3. A Tax of \$8.96 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); and to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96).
4. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
5. A Tax of \$12.28 on the \$1,000.00 assessed valuation is levied on all taxable



## Attachment C

property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and roads maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (0.86); and to provide for fire protection to properties located within the DeKalb Fire Prevention District (2.46).

6. A Tax of \$13.21 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.79); and for the purposes of providing for fire protection to properties located within the DeKalb Fire Prevention District (2.46).
7. A Tax of \$10.09 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.13).

## Attachment C

8. A Tax of \$12.62 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.20); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
9. A Tax of \$11.42 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
10. A Tax of \$13.28 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.86); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).

## Attachment C

11. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
12. A Tax of \$13.01 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Service Tax Districts Act enacted April 12, 1982, as amended (1.59); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
13. A Tax of \$14.92 on the \$1,000.00 assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special

Attachment C

Services Tax Districts Act enacted April 12, 1982, as amended (3.50); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46). Pursuant to O.C.G.A. 33-8-8.3, funds received from the Insurance Premium Tax in 2009 will be expended for police protection in the unincorporated areas. In 2009, \$28,373,646.69 was received from said tax and expended for police protection in the unincorporated areas.

Adopted this 22th day of June 2010, by the DeKalb County Board of Commissioners.

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LARRY JOHNSON  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 22th day of June, 2010.

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W. BURRELL ELLIS, Jr.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

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BARBARA SANDERS  
Clerk of the Chief Executive Officer and  
Board of Commissioners,  
DeKalb County, Georgia

APPROVED AS TO FORM:

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LISA CHANG  
County Attorney



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:DEKALB COUNTY**

**Service:Medical Examiner**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
DeKalb County	General Fund

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Private Contract	DeKalb County with private Medical Examiner	

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:Emergency Management**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
All	General Funds

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

No Changes

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>
Individual ordinances adopted by County and each city	All cities and County except for Atlanta provide jointly	

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



## Explanation

The County and the Cities work together using the same Emergency Management Plan in case of an emergency or disaster.

COUNTY RESOLUTION  
RELATIVE TO EMERGENCY MANAGEMENT

Section I - DEFINITION

As used in this resolution, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to the general population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II - OFFICE OF THE COUNTY EMERGENCY MANAGEMENT DIRECTOR

In agreement with the governing officials of the cities within the county, there is hereby established the Dekalb County Emergency Management Agency. The Chief Executive Officer of Dekalb County, shall nominate for appointment by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the county and cities therein on matters pertaining to emergency management.
2. To assist county and city officials in organizing county and city departments for emergency operations.
3. To develop, in conjunction with county departments the Dekalb County Plan for emergency functions set forth in Section I of this resolution. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Dekalb County for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.
7. To coordinate the activities of the county Emergency Operating Center staff during periods of an emergency, and under the supervision of county governing officials.

Section III - DEKALB COUNTY EMERGENCY MANAGEMENT AGENCY

The Dekalb County Emergency Management Agency shall be established around existing county departments and the emergency functions listed in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS*</u>
1. CEO, Dekalb County Government	-----Direction and Control
2. Public Safety Department	-----Communications and Warning Law Enforcement Services Evacuation Services
3. Emergency Management Agency	-----Emergency Public Information Damage Assessment Services Specific Impact Hazards
4. Fire Department	-----Search Rescue Services Fire Services Radiological Protection Hazardous Materials (Specific Impact Hazard)
5. Public Works	-----Public Works Services
6. School Superintendent	-----Transportation Services Food Services
7. Health Department Medical Examiner	-----Medical and Deceased Identification Services
8. Emergency Management Agency	-----Resources Management
9. Department of Family & Children Services	-----Human Services Emergency Shelter Services

(\*As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of departments listed above are responsible for developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

#### Section IV - POWERS DURING AN EMERGENCY OR DISASTER

In the event of a technological disaster, a natural disaster, an actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Dekalb County, the CEO, Dekalb County, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give, or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

#### Section V - VOLUNTEERS

All persons, other than officers and employees of the county performing emergency functions pursuant to this resolution, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees.

#### Section VI - PENALTIES

Any person violating any provision of this resolution, or any rule, order, or regulation made pursuant to this resolution, shall, upon conviction thereof, be punishable for committing a misdemeanor.

#### Section VII - LIBERALITY OF CONSTRUCTION

This resolution shall be construed liberally in order to effectuate its purpose.

SECTION VIII - EFFECTIVE DATE

This resolution is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This 28 day of February, 19 97.

A handwritten signature in cursive script, appearing to read "Anne Lewis", written over a horizontal line.

Chief Executive Officer, DeKalb County, Georgia

**The City of Lithonia participates in the DeKalb County Emergency Management Plan.**

## CIVIL EMERGENCIES

§ 50-29

## ARTICLE I. IN GENERAL

Secs. 50-1—50-25. Reserved.

ARTICLE II. EMERGENCY  
MANAGEMENT\*

## Sec. 50-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Emergency management* means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from emergencies or disasters or imminent threat thereof of manmade or natural origin caused by enemy attack, sabotage, civil disturbance, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contaminations requiring emergency action to avert danger or damage, epidemic, air contamination, blight, drought, infestation, explosion, riot or other hostile action or other causes. These functions include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, defense from radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of such functions.

(Code 1977, § 11-4002)

Cross reference—Definitions generally, § 1-2.

## Sec. 50-27. Policy and purpose.

Because of the possibility of the occurrence of emergencies or disasters resulting from manmade

\*Charter reference—Office of emergency management, app. IV, § 60.

State law references—Emergency management, O.C.G.A. § 38-3-1 et seq.; local organizations for emergency management, O.C.C.A. § 38-3-27.

or natural causes or enemy attack and in order to ensure that preparations of the city will be adequate to deal with such emergencies or disasters and generally to provide for the common defense and to protect the public peace, health and safety; to preserve the lives and property of the people of the city; and to carry out the functions, duties and responsibilities contained in the Federal Civil Defense Act of 1950 (PL 81-920) and the Georgia Emergency Management Act of 1981 (O.C.G.A. § 38-3-1 et seq.), it is found and declared to be necessary to:

- (1) Create an office of emergency management.
- (2) Authorize this office to take such steps as are necessary and appropriate to carry out this article so that all emergency management functions for the city are coordinated to the maximum practical extent with the comparable functions of the state and its political subdivisions, of the federal government including its various departments and agencies, of other states and localities and of private agencies of every type, to the end that the most effective preparation and use may be made of the available manpower, resources and facilities in dealing with any emergency or disaster that may occur.

(Code 1977, § 11-4001)

## Sec. 50-28. Agency designated.

The Atlanta-Fulton County emergency management agency is designated as the office of emergency management to carry out all emergency management functions for the city in accordance with the Federal Civil Defense Act of 1950 and the Georgia Emergency Management Act of 1981 (O.C.G.A. § 38-3-1 et seq.), as amended.

(Code 1977, § 11-4003)

Cross reference—Administration, ch. 2.

## Sec. 50-29. Appointment of director of emergency management.

(a) The office of emergency management shall be under the direction and control of a director of emergency management who shall be appointed by the governor upon nomination by the mayor

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and the chair of the Fulton County board of commissioners, in accordance with the laws of the state.

(b) The director of emergency management is also designated the disaster coordinator for the city with Fulton County.

(Code 1977, § 11-4004)

**Sec. 50-30. Policy development and implementation.**

(a) The office of emergency management and the director of emergency management shall operate under policies established by the fire chief and police chief. The director of emergency management shall be directly responsible to the fire chief and police chief and shall serve as the director of emergency planning for the city, to include planning required for the management of resources and economic stabilization in an enemy attack; planning required for mitigation, response and recovery operations for natural disasters; and coordination of emergency planning with state and federal planning agencies.

(b) The director of emergency management shall serve as the senior liaison officer between the city, the state emergency management agency and state and federal military forces.

(Code 1977, § 11-4005)

**Sec. 50-31. Powers, duties of director.**

The director of emergency management is authorized and directed to:

- (1) Represent the city in all matters pertaining to emergency management;
- (2) Utilize all bureau and department heads and all municipal officers of the city in the preparation and implementation of emergency management plans and coordinate them into an effective plan of operation;
- (3) Assist city officials in planning the organization of city departments for emergency operations;
- (4) Develop and maintain emergency management plans, in conjunction with city departments, for emergency functions in con-

sonance with state and federal emergency plans and implement these plans in any such emergency;

- (5) Establish an emergency management plan for the continuity of city government in an enemy attack or other emergency;
- (6) Maintain and, where feasible, improve public fallout shelters and the attack warning system; maintain a community shelter plan and a crisis relocation plan in readiness for publication on short notice; train fallout shelter managers and radiological monitoring personnel; take such other readiness steps toward preparedness against enemy attack as are prudent and practical; and institute equivalent readiness measures and planning against manmade and natural disasters;
- (7) Maintain an adequate emergency communications system encompassing all city departments and other agencies and an emergency operations center; and
- (8) Establish and maintain an organization of sufficient staff and operating agencies to implement approved emergency plans, set forth in sections 50-32 and 50-33.

(Code 1977, § 11-4006)

**Sec. 50-32. Organization and services.**

The emergency management organization shall consist of governmental and voluntary emergency services. The chief officer of a governmental service unit shall be the head of the department or bureau providing the service as an emergency management function. Directors of volunteer services shall be chosen by the director of emergency management. Services shall include but not be limited to the following:

- (1) Governmental services:
  - a. Police service                      City
  - b. Fire and light rescue            City department of fire and Fulton County fire department



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- c. Engineering services and heavy rescue     Department of public works of city and department of planning and community development of Fulton County
  - d. Supply     Bureau of purchasing and real estate of city and purchasing department of Fulton County
  - e. Radiological defense
  - f. Health and medical     Fulton County
  - g. Welfare
- (2) Volunteer and industry-provided services:
- a. Communications
  - b. Emergency public information
  - c. Transportation
- (3) Emergency management services:
- a. Attack warning (city department of police implements)
  - b. Logistics (resources management)
  - c. Shelter planning
  - d. Training and education
  - e. Administration.
- (Code 1977, § 11-4008)

**Sec. 50-33. Additional duties of director.**

The director of emergency management shall, with respect to emergency management services:

- (1) Coordinate the operations and actions of all services in time of emergency and control all these operations to the extent authorized by applicable law;
- (2) Maintain a permanent staff sufficient to carry out the duties and responsibilities of the department and ensure that the staff is professionally trained and fully qualified;
- (3) Ensure that an adequate emergency operations center (EOC) is available and properly equipped as needed for the conduct of emergency operations;
- (4) Through coordination with the state emergency management agency and federal emergency management agency, ensure that city plans and activities are consistent with state and federal guidelines;

- (5) Prepare and periodically update the basic emergency operations plan, to include an annex (plan) for each service which shall be prepared and authenticated by the service chief; and
  - (6) Plan and implement preparedness measures in readiness for implementation.
- (Code 1977, § 11-4009)

**Sec. 50-34. Budget, financial records.**

(a) The director of emergency management shall be the chief executive officer and responsible administrator of the office of emergency management.

(b) The director of emergency management shall prepare all budgets to meet operating and administrative expenses and shall operate the office of emergency management in accordance with the approved budget appropriations of the city and Fulton County to include anticipated federal matching funds, as projected by state emergency management division, department of public defense, with staff pay based upon an approved emergency management staffing pattern and pay scales of the state merit system.

(c) Financial records, personnel and administration records and such other records as are desired shall be subject to audit at any time by designated city and/or county officials. An annual audit of the financial records shall be conducted by the city and/or county.

(Code 1977, § 11-4010)

## AN ORDINANCE

An Ordinance to amend the Code of the City of Clarkston pertaining to health and sanitation by adding a section concerning Emergency Management.

BE IT ORDAINED BY THE CITY COUNCIL OF CLARKSTON, GEORGIA, and it is hereby ordained by the authority of the same, that the Code of the City of Clarkston be amended in the following respect:

By adding to the Code, the following new chapter:

"Chapter 10.5 EMERGENCY MANAGEMENT"

Section 10.5-1. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 10.5-2 Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Clarkston, Georgia, that the City of Clarkston, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a

Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 10.5-1 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

Section 10.5-3. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 10.5-1 above are assigned as follows:

<u>Department/Agency</u>	<u>Functions</u>
Mayor . . . . .	Direction and Control

CEO, County Commissioners . . . . . Direction and Control

Police Department . . . . . Communications & Warning  
 Sheriff Department . . . . . Police Services  
 . . . . . Evacuation

Emergency Management Office . . . . . Public Information  
 . . . . . State Military Support  
 . . . . . Training  
 . . . . . Preliminary Damage  
 . . . . . Assessment & Reporting  
 . . . . . Public Property  
 . . . . . Assistance  
 . . . . . Attack Preparedness  
 . . . . . Specific Hazards

Fire Department . . . . . Search, Rescue & Recovery  
 . . . . . Fire Services  
 . . . . . Hazardous Materials  
 . . . . . Radiological Protection

Public Works . . . . . Engineering  
 . . . . . Petroleum and Solid Fuel  
 . . . . . Services  
 . . . . . Utilities

DeKalb School System . . . . . Transportation Services  
 . . . . . Food Services

Board of Health . . . . . Health & Medical Services

Department of Family & . . . . . Social Services  
 Children Services . . . . . Shelter & Temporary  
 . . . . . Housing

Section 10.5-4 Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Clarkston, the Mayor of Clarkston separately, or jointly with the CEO, County Commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 10.5-5. Volunteers.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

Section 10.5-6. Penalties.

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section 10.5-7. Liberality of Construction.

This ordinance shall be construed liberally in order to effectuate its purpose.

Section 10.5-8. Effective Date.

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the DeKalb County Emergency Management Resolution.

Should any portion of this Ordinance be found in conflict with any other law, or shall be found by any court interpreting its provisions or the application thereof to be unenforceable or unconstitutional for any reason, then the parts not so found shall be and remain in full force and effect.

1st Adopted by the City Council of the City of Clarkston, this day of October, 1991.

Ernest A. Carroll  
ERNEST A. CARROLL, MAYOR

Attest:

Carol Keys  
CAROL KEYS, CITY CLERK

APPROVED AS TO FORM:

F. Jackson Rhodes  
F. JACKSON RHODES, CITY ATTORNEY

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RESOLUTION

WHEREAS, the City of Doraville and DeKalb County have worked together for many years for the mutual benefit of the citizens of DeKalb County and the City of Doraville; and


WHEREAS, DeKalb County furnishes assistance to Doraville on numerous matters which are performed within the City of Doraville; and

WHEREAS, the City of Doraville is desirous of reaffirming such association and readopting applicable DeKalb County Codes designating authorized DeKalb County personnel to perform duties within the City of Doraville and providing for enforcement of same;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the City of Doraville adopts all applicable Codes and Ordinances of DeKalb County, Georgia which covers matters which have been or may be handled by DeKalb County personnel including, but not limited to Building Permits, Construction Permits, Property Maintenance, Health Regulations, Roads and Drainage, Fire, and Family and Human Services, as they presently exist or may be amended in the future from time to time.

The City of Doraville designates authorized personnel of DeKalb County to enforce such Codes and Ordinances within the City. Violations of such Codes shall be subject to citation and trial in the City of Doraville in its Municipal Court and punishment as provided for in its Charter, or may be tried through the DeKalb Recorder's Court.

This the 3rd day of September, 1991.

  
Gene Lively, Mayor

ATTEST:

  
Mary Grant, Clerk

Doraville

## Chapter 6

### EMERGENCY MANAGEMENT

- Sec. 6-1. Definitions.
- Sec. 6-2. DeKalb County emergency management unit—Director.
- Sec. 6-3. Same—Composition.
- Sec. 6-4. Powers during an emergency or disaster.
- Sec. 6-5. Volunteers.
- Sec. 6-6. Penalties.
- Sec. 6-7. Liberality of construction.



**Sec. 6-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

*Emergency management* means the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of manmade or natural origin. These functions may include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(Ord. No. 842, § 1(6-1), 11-25-91)

**Cross reference**—Definitions and rules of construction generally, § 1-2.

**Sec. 6-2. DeKalb County emergency management unit—Director.**

(a) *Appointment.* It is the desire and intent of the mayor and board of commissioners that the city be a part of the county emergency management unit. The chief executive officer of the county shall nominate for appointment by the governor of the state a director of emergency management for the entire county.

(b) *Duties.* When appointed, the emergency management director shall be charged with the following duties:

- (1) To represent the governing body of the city on matters pertaining to emergency management.
- (2) To assist city officials in organizing city departments for emergency operations.

(3) To develop, in conjunction with city and county departments, the county emergency and disaster operations plan emergency functions set forth in section 6-1. The plan shall be in consonance with the state natural disaster operations plan and nuclear emergency operations plan, and shall be submitted to the governing bodies of the county and the cities therein for approval, and thence to the state emergency management agency for approval.

(4) To maintain the emergency management office and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the state emergency management agency.

(5) To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

(6) To obtain, with the authority of governing officials, a facility to be used as the county emergency operating center.

(7) To coordinate the activities of the county emergency operating center staff during periods of an emergency, and under the supervision of county governing officials.

(Ord. No. 842, § 1(6-2), 11-25-91)

**State law reference**—Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq.

**Sec. 6-3. Same—Composition.**

The county emergency management unit shall be established around existing city and county departments and the emergency functions described in section 6-1 are assigned as follows:

<i>Department/agency</i>	<i>Functions</i>
Mayor County chief executive officer and commissioners	Direction and control
City and county police departments County sheriff's department	Communications and warning Police services Evacuation

<i>Department/agency</i>	<i>Functions</i>
County emergency management office	Public information State military support Training Preliminary damage assessment and reporting Public property assistance Attack preparedness Specific hazards
County fire department	Search, rescue and recovery Fire services Hazardous materials Radiological protection
County department of public works	Engineering Petroleum and solid fuel services Utilities
County school system	Transportation services Food services
County board of health	Health and medical services
County department of family and children's services	Social services Shelter and temporary housing

(Ord. No. 842, § 1(6-3), 11-25-91)

**Sec. 6-4. Powers during an emergency or disaster.**

In the event of a manmade or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of the city, the mayor of the city, separately or jointly with the county chief executive officer, the county commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise, for such period as such emergency or disaster exists or continues, the following powers to:

- (1) Enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
- (2) Seize or take for temporary use any private property for the protection of the public;
- (3) Sell, lend, give or distribute all or any such property or supplies among the inhab-

itants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and

- (4) Perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

(Ord. No. 842, § 1(6-4), 11-25-91)

**Sec. 6-5. Volunteers.**

All persons, other than officers and employees of the city, performing emergency functions pursuant to this chapter, shall serve without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(Ord. No. 842, § 1(6-5), 11-25-91)

**Sec. 6-6. Penalties.**

Any person violating any provision of this chapter or any rule, order, or regulation made pursuant to this chapter shall, upon conviction thereof, be punished for committing a misdemeanor.

(Ord. No. 842, § 1(6-6), 11-25-91)

**Sec. 6-7. Liberality of construction.**

This chapter shall be construed liberally in order to effectuate its purpose.

(Ord. No. 842, § 1(6-7), 11-25-91)

#348

AN ORDINANCE TO AMEND THE CODE OF GENERAL ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, TITLE IV, CHAPTER III, EMERGENCY MANAGEMENT, TO PROVIDE THAT THE CITY BE A PART OF THE DEKALB COUNTY EMERGENCY MANAGEMENT UNIT, REPEALING CONFLICTING ORDINANCES AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMBLEE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, THAT THE PROVISIONS OF TITLE IV, CHAPTER III OF THE CODE OF GENERAL ORDINANCES OF THE CITY CHAMBLEE, GEORGIA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SECTION 4-3-2 WHICH SAID SECTION SHALL READ AS FOLLOWS:

Section 4-3-2 City to be a part of the DeKalb County Emergency Management Unit

(a) DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation

of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(b) OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Chamblee, Georgia, that the City of Chamblee, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the

Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

(c) DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor----- CEO, County Commissioners	Direction and Control
2. Police Department----- Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office-----	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
4. Fire Department-----	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5. Public Works-----	Engineering Petroleum and Solid Fuel Services Utilities
6. DeKalb School System-----	Transportation Services Food Services
7. Board of Health-----	Health & Medical Services
8. Department of Family &----- Children Services	Social Services Shelter & Temporary Housing

(d) POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency

which may affect the lives and property of the citizens of -  
Chamblee, the Mayor of Chamblee separately, or jointly with  
the CEO, County commissioners, or in their absences, their  
legally appointed successors, may determine that an emergency  
or disaster exists and thereafter shall have and may exercise  
for such period as such emergency or disaster exists or  
continues, the following powers:

1. To enforce all rules, laws and regulations relating to  
emergency management, and to assume direct operational  
control over all emergency management resources;
2. To seize or take for temporary use, any private property  
for the protection of the public;
3. To sell, lend, give or distribute all or any such  
property or supplies among the inhabitants of the county and  
to maintain a strict accounting of property or supplies  
distributed and for funds received for such property or  
supplies;
4. And, to perform and exercise such other functions and  
duties, and take such emergency actions as may be necessary  
to promote and secure the safety, protection and well-being  
of the inhabitants of the county.

(e) VOLUNTEERS

All persons, other than officers and employees of the  
city, performing emergency functions pursuant to this

ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(f) PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

(g) LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

(h) EFFECTIVE DATE

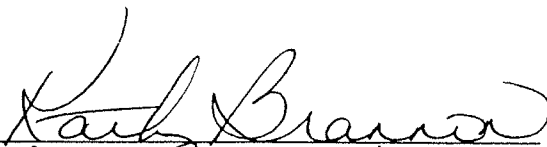
This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This ordinance shall be in full force and effect from and after the date of its passage by the City Council of the City Chamblee, Georgia.

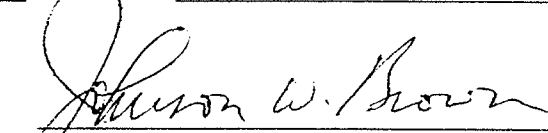
The foregoing was proposed by Councilmember \_\_\_\_\_  
Fitzpatrick with a Motion that the same be adopted.  
Said Motion was seconded by Councilmember Biles



\_\_\_\_\_. Same was then put to a vote and all \_\_\_\_\_  
councilmembers voted in favor of the ordinance and no \_\_\_\_\_  
councilmembers voted against it. Said Motion was thereupon  
declared passed and duly adopted this 18th day of  
October \_\_\_\_\_, 1991.

  
Kathy Brannon, CMC, City Clerk  
City of Chamblee, Georgia

Approved this the 21st day of October, 1991.

  
Mayor Johnson W. (Dub) Brown  
City of Chamblee, Georgia

First reading: 9/13/91

Second reading: 10/18/91

O-94-10  
AN ORDINANCE  
AMENDING CHAPTER 17 1/2  
POLICE  
OF THE DECATUR CITY CODE

BE IT ORDAINED by the City Commission of the City of Decatur, Georgia, and it is hereby ordained by the authority of the same, that Chapter 17 1/2, Police, of the Code of the City of Decatur, Georgia, be and is hereby amended by adding the following in its entirety:

ARTICLE III. EMERGENCY MANAGEMENT OPERATIONS

Section 17 1/2 - 40. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 17 1/2 - 41. Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Decatur, Georgia, that the City of Decatur, Georgia, be a part of the DeKalb County Emergency Management Unit. the Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management;
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 17 1/2 - 40 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as necessary as required by governing officials in keeping with good management practices.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under supervision of DeKalb County governing officials.

Section 17 1/2 - 42. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 17 1/2 - 40 above are assigned as follows:

Mayor	Direction and Control
CEO, County Commissioners	
Police Department & Sheriff Department	Communications & Warning Police Services Evacuation
Emergency Management Office	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards

Fire Department

Search, Rescue & Recovery  
Fire Services  
Hazardous Materials  
Radiological Protection

Public Works

Engineering  
Petroleum and Solid Fuel Services  
Utilities

DeKalb School System  
Decatur School System

Transportation Services  
Food Services

Board of Health

Health & Medical Services

Department of Family  
& Children Services

Social Services  
Shelter & Temporary Housing

Section 17 1/2 - 43. Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of citizens of the City of Decatur, Georgia, the Mayor of the City of Decatur, Georgia separately, or jointly with the CEO, County Commission or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws, and regulations relating to emergency management and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and,
4. To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 17 1/2 - 44. Volunteers.

All persons, other than officers and employees of the City, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City officers and employees.

Section 17 1/2 - 45. Penalties.

Any person violating any provision of this ordinance, or any rule order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

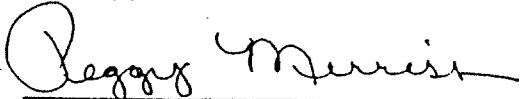
Effective July 6, 1994.

Adopted July 5, 1994.

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Elizabeth Wilson, Mayor

Attest:



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Peggy Merriss  
Acting City Clerk

CITY OF PINE LAKE, GEORGIA

ORDINANCE NUMBER 3-1-5

An ordinance adopting provisions for "EMERGENCY MANAGEMENT"

Be it enacted by the City Council of Pine Lake, Georgia the following Ordinance relating to "EMERGENCY MANAGEMENT"

Section I- DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II- OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Pine Lake, Georgia, that the City of Pine Lake, Georgia, be a part of the Dekalb County Emergency Management Unit. The Chief Executive Officer of Dekalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the Dekalb County Emergency and Disaster Operations Plan for the carrying out of the emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dekalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the Dekalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, to include but is not limited to, financial, daily activity, and similar reports.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the Dekalb County Emergency operating Center staff during periods of an emergency, and under the supervision of Dekalb County governing Officials.

### Section-III- DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The Dekalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor _____ CEO, County Commissioners	Direction and control.
2. Police Department _____ Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office _____	Public Information State Military Support Training Preliminary damage assessment and reporting Public Property Assistance Attack preparedness Specific Hazards

4. Fire Department \_\_\_\_\_ Search, Rescue & Recovery  
Fire Services  
Hazardous Materials  
Radiological Protection
5. Public Works \_\_\_\_\_ Engineering  
Petroleum & Solid Fuel  
Services.  
Utilities
6. Dekalb School System \_\_\_\_\_ Transportation Services  
Food Services
7. Board of Health \_\_\_\_\_ Health & Medical Services
8. Department of Family  
& Children Services \_\_\_\_\_ Social Services  
Shelter & Temporary  
Housing.

#### Section IV-POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Pine Lake, Georgia, the Mayor of the City of Pine Lake, Georgia, separately, or jointly with the CEO, County Commissioners, Dekalb County, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property /or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.



Section V- VOLUNTEERS

All persons, other than officers and employees of the City of Pine Lake, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities from liability as City officers and employees.

Section VI- PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable as for committing a misdemeanor.

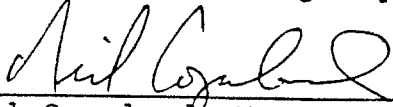
Section-VII-LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

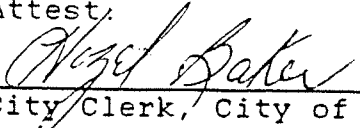
Section VIII-REPEAL OF CONFLICTING ORDINANCES

Where the provisions of this ordinance are in conflict with existing local ordinances, the provisions of this ordinance will govern, and such provisions of existing ordinances which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the Dekalb County Emergency Management Resolution.

  
\_\_\_\_\_  
Neil Copeland, Mayor, City of Pine  
Lake, Georgia

Attest,

  
\_\_\_\_\_  
City Clerk, City of Pine Lake, Georgia

first reading 11-12-91

Second reading 12-9-91

Third reading 12-30-91

## Chapter 11

### HEALTH AND SANITATION\*

#### Article I. In General

- Sec. 11-1. County ordinance adopted.
- Sec. 11-2. Placement of refuse (commercial districts).
- Sec. 11-3. Use of dumpsters.
- Sec. 11-4—11-20. Reserved.

#### Article II. Emergency Management

- Sec. 11-21. Definition.
- Sec. 11-22. Office of the county emergency management director.
- Sec. 11-23. County emergency management office.
- Sec. 11-24. Powers during an emergency or disaster.
- Sec. 11-25. Volunteers.
- Sec. 11-26. Penalties.
- Sec. 11-27. Liberality of construction.
- Sec. 11-28. Effective date.

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\*Charter reference—Municipal powers, § 1.12.

Cross references—Animals, Ch. 4; buildings, Ch. 5; environment and land development, Ch. 8; fire prevention and protection, Ch. 10; licenses and business regulations, Ch. 12; nuisances, Ch. 16; offenses and miscellaneous provisions, Ch. 17; parades, demonstrations and picketing, Ch. 18; parks and recreation, Ch. 19; sewers, Ch. 22; solid waste, Ch. 24.

State constitution reference—General home rule powers, Art. IX, § II.

State law references—General authority of county board of health to adopt rules, O.C.G.A. §§ 31-3-4(4), 31-3-6; adoption procedures for rules, O.C.G.A. § 31-5-1.

**ARTICLE I. IN GENERAL\*****Sec. 11-1. County ordinance adopted.**

(a) Chapter 13, Health Regulations, of the Code of DeKalb County, Georgia, as amended, is adopted in its entirety as a part of this section.

(b) Any person violating the terms of this section or rules and regulations promulgated pursuant hereto shall be punished as provided in section 1-11.

(Ord. of 10-6-87)

**Editor's note**—The ordinance adopted in the above section is on file in the city hall.

**Sec. 11-2. Placement of refuse (commercial districts).**

(a) It shall be unlawful for any person, corporation, partnership, association, business, or other entity to place refuse upon the city streets or sidewalks for the purpose of collection by city or private refuse collection agencies in any district zoned O & I, C-1, C-2, M, or SC at any time.

(b) Any person, corporation, association, partnership, business or other entity violating the terms of this section shall be punished as provided in section 1-11.

(Ord. of 6-4-91; Ord. No. 95-4, 3-7-95)

**Sec. 11-3. Use of dumpsters.**

(a) It shall be unlawful for any person to remove any materials from a dumpster marked by the city for collection of recyclable materials.

(b) It shall be unlawful for any person to place trash, refuse or garbage in any dumpster privately maintained by any other person, partnership, corporation, association or entity without the express written permission of the person, partnership, corporation, association, or entity which shall have leased such dumpster for its own use.

(c) Any person violating the terms of this section or rules and regulations promulgated pursuant hereto shall be punished as provided in section 1-11.

(Ord. of 6-4-91)

\***Note**—See the editor's note to Art. II, § 11-21 et seq.

Secs. 11-4—11-20. Reserved.

**ARTICLE II. EMERGENCY MANAGEMENT†****Sec. 11-21. Definition.**

As used in this article, the term "emergency management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of manmade or natural origin. These functions may include, without limitation, fire-fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(Ord. of 10-1-91)

**Sec. 11-22. Office of the county emergency management director.**

It is the desire and intent of the governing officials of the city that the city be a part of the county emergency management unit. The chief executive officer of the county shall nominate for appointment by the governor a director of emergency management for the entire county. When appointed, the emergency management director is charged with the following duties:

- (1) To represent the governing officials of the city on matters pertaining to emergency management.

†**Editor's note**—An ordinance adopted Oct. 1, 1991, added §§ 11-21—11-28. The editor has designated these sections as Art. II, with the existing §§ 11-1<sup>†</sup>—11-3 designated Art. I.

- (2) To assist city officials in organizing city departments for emergency operations.
- (3) To develop, in conjunction with city and county departments, the county emergency and disaster operations plan emergency functions set forth in section 11-21. The plan will be in consonance with the state natural disaster operations plan and nuclear emergency operations plan, and shall be submitted to the governing officials of the county and the cities therein for approval, and thence to the state emergency management agency for approval.
- (4) To maintain the emergency management office and carry out the day-to-day administration of the county emergency management program, including the submission of required reports, to the state emergency management agency.
- (5) To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.
- (6) To obtain, with the authority of governing officials, a facility to be used as the county emergency operating center.
- (7) To coordinate the activities of the county emergency operating center staff during periods of an emergency, and under the supervision of county governing officials.

(Ord. of 10-1-91)

**Sec. 11-23. County emergency management office.**

The county emergency management office shall be established around existing city and county departments, and the emergency functions described in section 11-21 above are assigned as follows:

<i>Department/Agency</i>	<i>Functions</i>
Mayor, CEO, County Commissioners.....	Direction and Control
Police Department, Sheriff Department.....	Communications & Warning Police Services Evacuation

<i>Department/Agency</i>	<i>Functions</i>
Emergency Management Office .....	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
Fire Department.....	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
Public Works .....	Engineering Petroleum and Solid Fuel Services Utilities
DeKalb School System..	Transportation Services Food Services
Board of Health.....	Health & Medical Services
Department of Family & Children Services ....	Social Services Shelter & Temporary Housing

(Ord. of 10-1-91)

**Sec. 11-24. Powers during an emergency or disaster.**

In the event of a manmade or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Stone Mountain, the Mayor separately, or jointly with the CEO, county commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as

# DeKalb County Service Delivery Strategy 2010

## Planning and Development Services in DeKalb Municipalities and Atlanta

Planning / Development	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Economic Development	D/A	D	D	D	D/A	D	D	A	N/A	D	D
Community Development CDBG / HOME /ESGP	N/A	N/A	IG-DC	J	J	IG-DC	D	J	N/A	J-DC	D
Community Development - Homelessness	J	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D
Structural Inspections / Permits	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plans Review	D	DC	D	D	D	D	D	C	DC	D	D
Electrical Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Building Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Plumbing Inspection	D	DC	D	D	D	D	D	C	DC	D	D
HVAC Inspection	D	DC	D	D	D	D	D	C	DC	D	D
Land Development	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plan Review Coordination	D	DC	D	D	D	J-DC	D	DC	D	D	D
Land Development Plan Review	D	DC	D	D	D	D	D	DC	D	D	D
Land Development Inspection	D	DC	D	D	D	D	D	DC	DC	D	D
Final Plat Processing	D	D	D	D	D	D	D	D/DC	D	D	D
Bond Management	D	D	D	D	D	D	D	D/DC	D	D	D
Sewer	D	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC
Permits and Zoning	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Building Permits	D	DC	D	D	D	D	D	C	DC	D	D
Plans Review	D	DC	D	D	D	D	D	C	DC	D	D
Zoning Review	D	D	D	D	D	D	D	C	DC	D	D
Trade Permits	D	DC	D	D	D	D	D	C	DC	D	D
Certificate of Occupancy	D	D	D	D	D	D	D	C	DC	D	D
Planning & Related	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Planning / Zoning	D	D	D	D	D	D	D	D	D	D	D
Code Enforcement	D	D	D	D	D	D	D	D	D	D	D
Public Housing	A	N/A	N/A	A	A	N/A	N/A	A	N/A	N/A	A

### Definitions

**ECONOMIC DEVELOPMENT** Recruiting & retention of business, community revitalization & Development Authorities.

**CDBG** Self explanatory.

**BUILDING INSPECTIONS / BUILDING PERMITS** New or structural construction including Electrical, HVAC, & Plumbing & Development.

**TRADE PERMITS** Includes permitting for Electrical, HVAC, & Plumbing

**PLANNING/ZONING** Self explanatory.

**CODE ENFORCEMENT** Self explanatory.

**PUBLIC HOUSING** Self explanatory.

**D:** Direct

**IG-DC:** Intergovernmental Agreement with DeKalb County

**IG-A:** Intergovernmental Agreement with an Authority

**J:** Joint Agreement

**C:** Contract

**A:** Authority

**IGA-ATL:** Intergovernmental Agreement with Atlanta

**N/A:** Not Available

**DC:** DeKalb 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:DEKALB COUNTY**

**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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Fund and Fees
City of Decatur	Special Tax Assesment & User Fees
See Note A	
See Note B	

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

No Changes  
 Note A: Cities of Avondale Estates, Chamblee, Clarkston, Doraville, & Lithonia - General Fund and Fees  
 Note B: Cities of Atlanta and Stone Mountain - General Fund and Grants

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
	DeKalb County, Cities of Atlanta & Decatur with Development Authorities	

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: *Community Development Block Grant (CDBG)***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.



**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Federal Grant Funds
All Cities	Federal Grant Funds

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
	DeKalb County with individual cities	Per approved project

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?

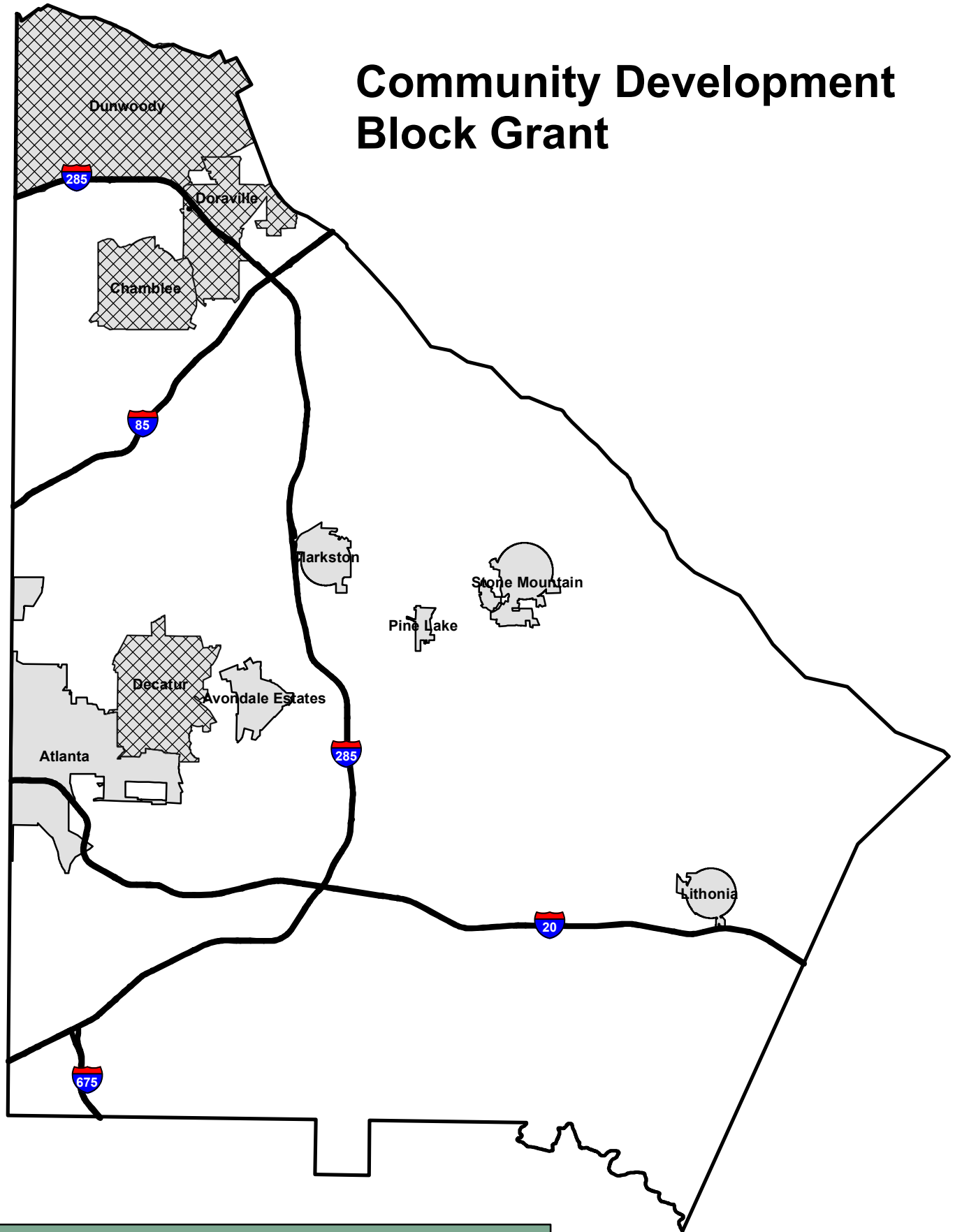
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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



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

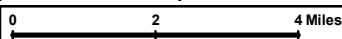
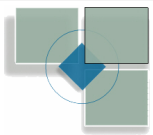
# Community Development Block Grant



Department of Planning & Development- Long Range Planning Section

## Community Development Block Grant

-  Service Provided by DeKalb County
-  Municipality Responsible for Service





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:DEKALB COUNTY**

**Service:Structural Inspections / Permits / Land 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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	User Fees
All Cities	General Fund and User Fees

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	DeKalb County with all cities except Atlanta, Clarkston, Doraville, Lithonia, Pine Lake	09/01/99
Resolution	Pine Lake	1983

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?

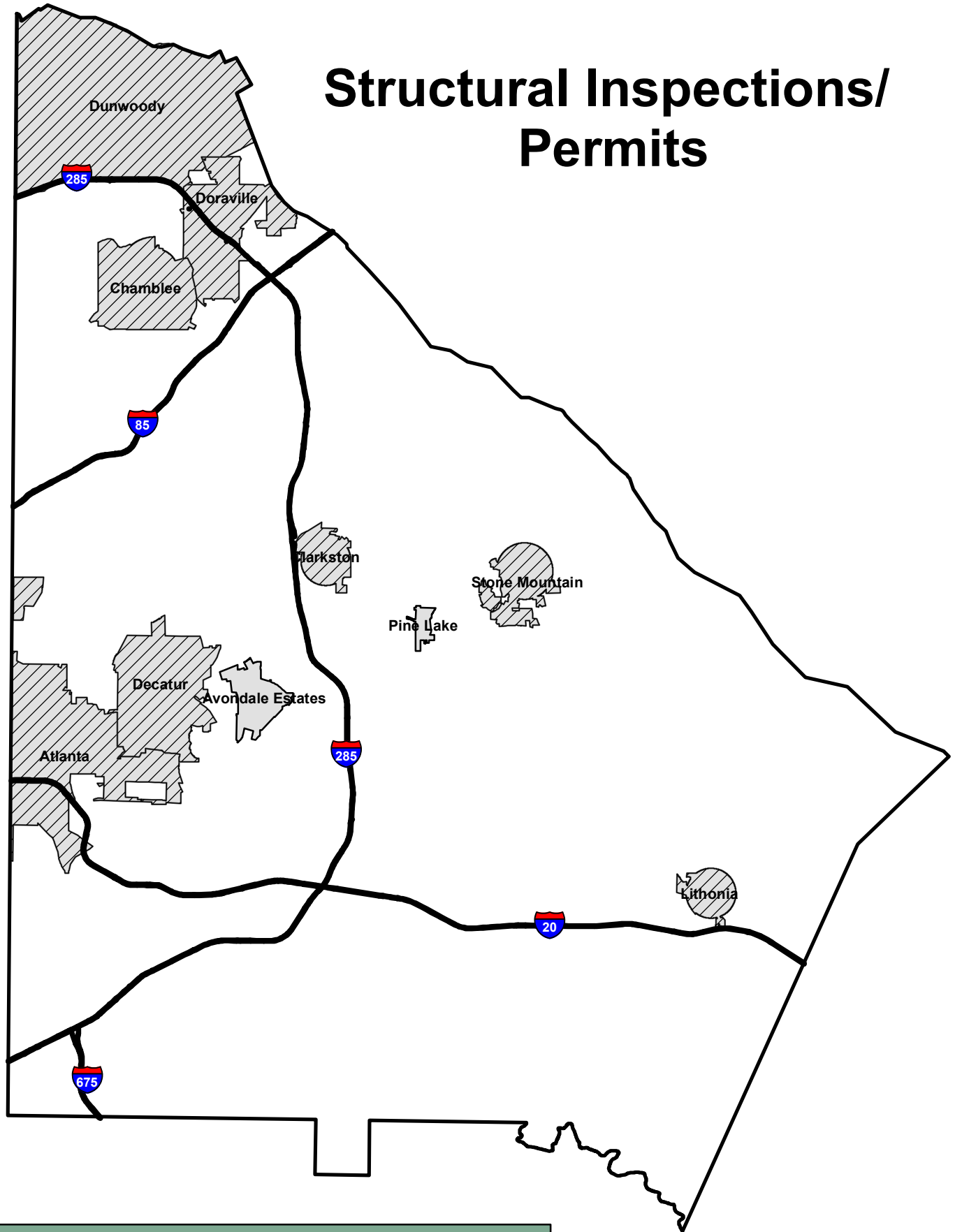
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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



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

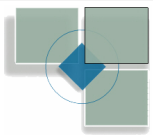
# Structural Inspections/ Permits



Department of Planning & Development- Long Range Planning Section

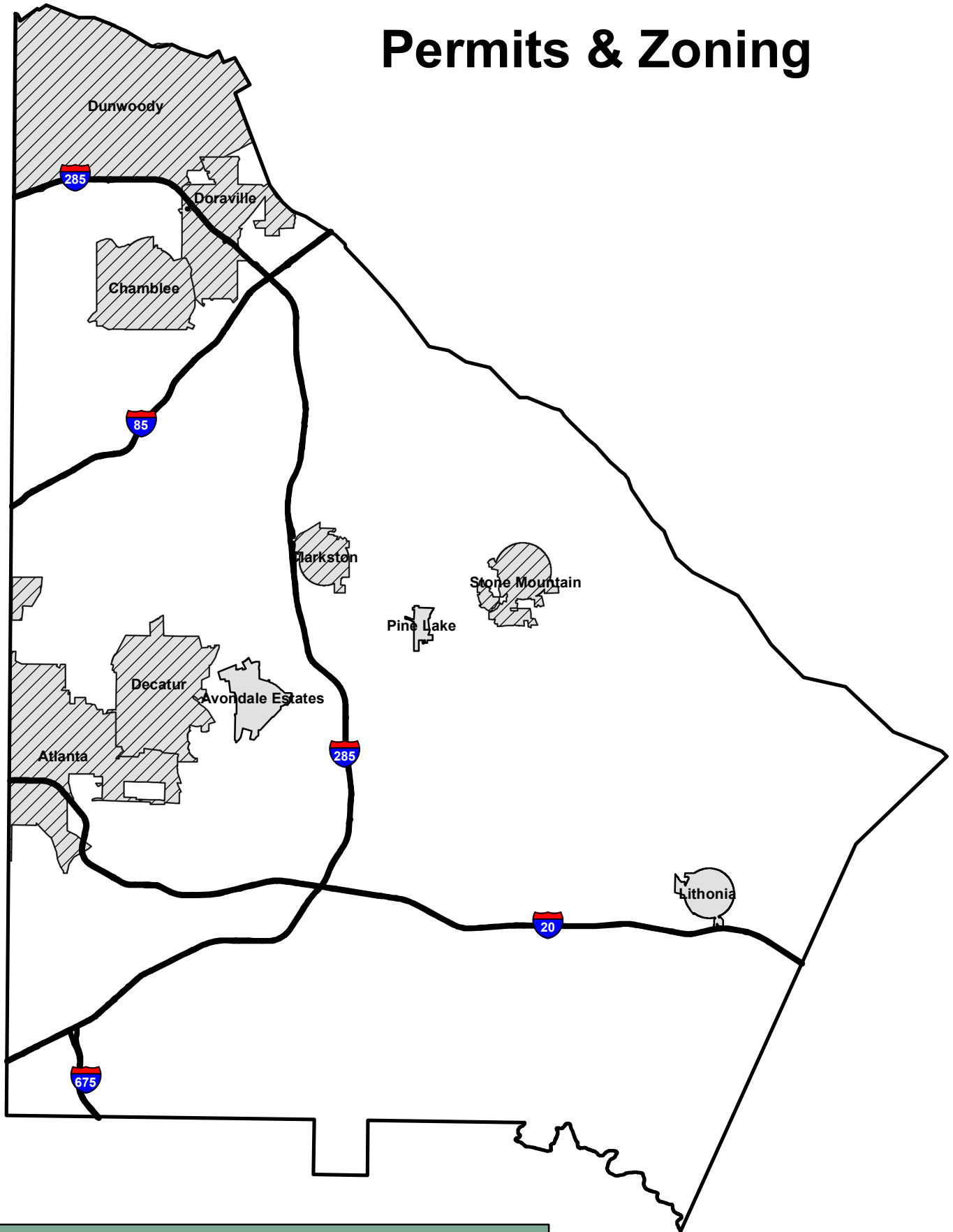
## Structural Inspections / Permits

-  Municipality Responsible for Service
-  Service Provided by DeKalb County





0 2 4 Miles

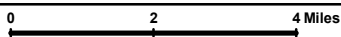
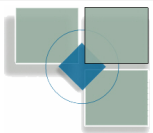
# Permits & Zoning



Department of Planning & Development- Long Range Planning Section

## Structural Inspections / Permits

-  Municipality Responsible for Service
-  Service Provided by DeKalb County



## SERVICE DELIVERY STRATEGY INTERGOVERNMENTAL AGREEMENT

This Agreement is made on this 31st day of August, 1999 by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (the "County"), and the City of Avondale Estates, a municipality in the State of Georgia, whose address is 21 N. Avondale Plaza, Avondale Estates, Georgia 30002, (the "City"), and both parties have been duly authorized to enter into this Agreement.

### WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units; and  
WHEREAS, the parties are authorized to provide the services set forth herein; and  
WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and the City are authorized to enter into Intergovernmental Agreements with each other for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**1. Effective Date**

This Agreement shall be effective on the 1<sup>st</sup> day of September, 1999.

**2. Description of Services and Responsibilities of Each Party**

The parties agree to perform the services set forth on the Description of Services attached hereto and incorporated herein as Exhibit A.

**3. Payment**

Payment for the services shall be as set forth on Exhibit A.

#### **4. Indemnification**

To the extent permitted by law, the County shall at its sole cost and expense fully indemnify, defend and hold harmless the City, its officers, and employees and agents against any claims, suits, actions, liabilities and judgements from third parties for damages which may be the result of willful, negligent, or tortious conduct or operations of agents and employees of the County.

To the extent permitted by law, the City shall at its sole cost and expense fully indemnify, defend and hold harmless the County, its officers, employees and agents against any claims, suits, actions, liabilities and judgements from third parties for damages which may be the result of willful, negligent, or tortious conduct or operations of agents and employees of the City.

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction of control of the other party, its officers and agents for any of the services provided pursuant to this Agreement.

#### **5. Term**

This Agreement shall commence on the effective date set forth herein and will terminate on August 31, 2049 unless otherwise terminated as set forth herein.

#### **6. Termination**

This Agreement may be unilaterally terminated by either party, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

#### **7. Notice**

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County

DeKalb County, Georgia  
1300 Commerce Drive  
Decatur, Georgia 30030



To City

City of Avondale Estates  
21 North Avondale Plaza  
Avondale Estates, Georgia 30002

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party

**8. No Third Party Beneficiaries**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party

**9. Georgia Laws Govern**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia

**10. Venue**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, DeKalb, Georgia.

**11. Successors and Assigns**

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials of the either party.

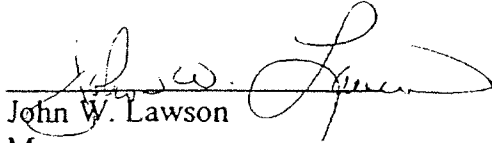
**12. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein and supercedes any existing agreement(s) between the City and the County for the provision of the services set forth on Exhibit A. no representation oral or written not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be signed by all parties.

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

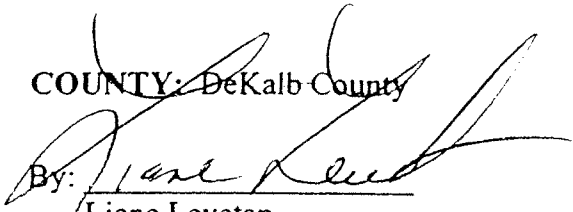
CITY: Avondale Estates

By:

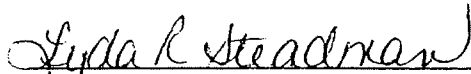
  
John W. Lawson  
Mayor  
City of Avondale Estates

COUNTY: DeKalb County

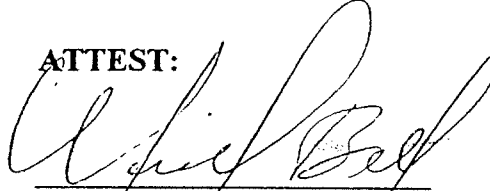
By:

  
Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

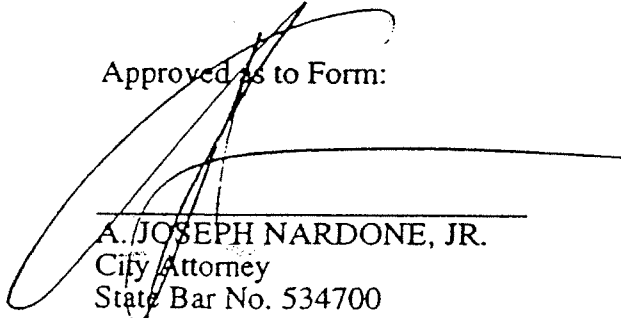
ATTEST:

  
Lyda Steadman  
City Clerk  
City of Avondale Estates

ATTEST:

  
Michael Bell  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

Approved as to Form:

  
A. JOSEPH NARDONE, JR.  
City Attorney  
State Bar No. 534700

APPROVED AS TO FORM:

  
County Attorney

**Description of Building Services between  
DeKalb County and the City of Avondale Estates**

1. The County agrees to perform the following:
  - a) Enforce the provisions of Chapter 7 (Building and Building Regulations) of the DeKalb Code (“Building Code”) within the City.
  - b) Collect all fees generated in connection with the performance of the Building Code.
  
2. The City agrees to perform the following:
  - a) Adopt the Building Code and allow the County to retain all fees collected in connection therewith.

## **Planning and Development Process between the City of Avondale Estates and DeKalb County**

### **Avondale Estates Planning and Development Process**

1. ***Planning and Zoning*** - Avondale Estates, the Local Issuing Authority, (hereafter referred to as LIA) enforces its own Zoning Code.
2. ***Development*** - Avondale Estates (LIA) has a Historic Preservation Commission (HPC) which is involved with the approval of applications within the development process.
3. ***Development*** - Avondale Estates (LIA) has an Architectural Review Board (ARB) which is involved with the approval of applications within the development process.
4. ***LDP*** – Avondale Estates (LIA) will issue a letter (addressed to the DeKalb County Planning and Development Department) on behalf of the owner/applicant requesting DeKalb County to review the development plans. The Developer will submit the required set of plans, letter from Avondale Estates (LIA), a copy of an approved Avondale Estates Permit Authorization regarding land disturbance activity, HPC approval and/or ARB approval as the application package.
5. ***Environmental*** – Avondale Estates (LIA) will issue a Land Disturbance Permit (LDP) and “Orange Card” to the developer after plans have been approved by the Georgia Soil and Water Conservation District, DeKalb County Planning and Development Department, and all environmental issues approved by Avondale Estates (LIA).

### **DeKalb County Planning and Development Process**

1. ***Planning and Zoning*** - DeKalb County will not perform zoning services for Avondale Estates
2. ***LDP*** - Avondale Estates development applicants will apply for LDP process with DeKalb County. Once DeKalb County has completed LDP review, and Georgia Soil & Water District review is complete, DeKalb County will schedule pre-construction meeting with applicants to determine project readiness for issuing an “Orange Card”. Avondale Estates (LIA) will be at the pre-construction meeting and will receive the “Orange Card” from DeKalb County. DeKalb County will perform Land Development inspections. Avondale Estates (LIA) will issue the “Orange Card” to the applicant/developer.
3. ***Environmental*** – All Environmental Inspections will be conducted by Avondale Estates (LIA). DeKalb County will not perform Environmental Inspections.
4. ***Environmental*** – Based on the MOI between Avondale Estates (LIA) and Georgia Soil and Water Conservation District, the S & W District will perform Environmental Review.
5. ***Building Permits*** – DeKalb County will review applications for the building permits upon being presented with an approval letter from Avondale Estates (LIA), a copy of the approved Permit Authorization from Avondale Estates (LIA) for building construction, and an approval letter from either Avondale Estates HPC or ARB. DeKalb County will issue building permits only after receiving the aforementioned approval information from Avondale Estates (LIA). Any additional work or conditions outside of the original scope of work must also be approved by Avondale Estates (LIA) prior to DeKalb County issuing any building permit for such additional work.
6. ***Building Field Inspections*** – DeKalb County will perform field inspections for HVAC, Structure, Plumbing, and Electrical work.
7. ***Building Inspections, Permits and Certificate of Occupancy*** – DeKalb County will perform inspections, and issue permits. DeKalb County will issue a Certificate of Occupancy.

**Summary of Planning and Development Services  
Avondale Estates and DeKalb County**

<b>Services</b>	<b>Participating Jurisdictions</b>	<b>Type of Agreement</b>
<b>Structural Inspections / Permits</b>		
Plans Review	Both	MOU
Building Inspections	Both	MOU
HVAC Inspections	Both	MOU
Electrical Inspections	Both	MOU
Sewer Inspections	County	None
Building Permits	Both	MOU
HVAC Permits	Both	MOU
Electrical Permits	Both	MOU
Sewer Permits	County	None
<b>Land Development</b>		
Plan Review	Both	MOU
Development Permits	Both	MOU
Development Inspections	Both	MOU
<b>Planning and Zoning</b>		
Planning	City	None
Zoning	City	None

**Code and Definitions**

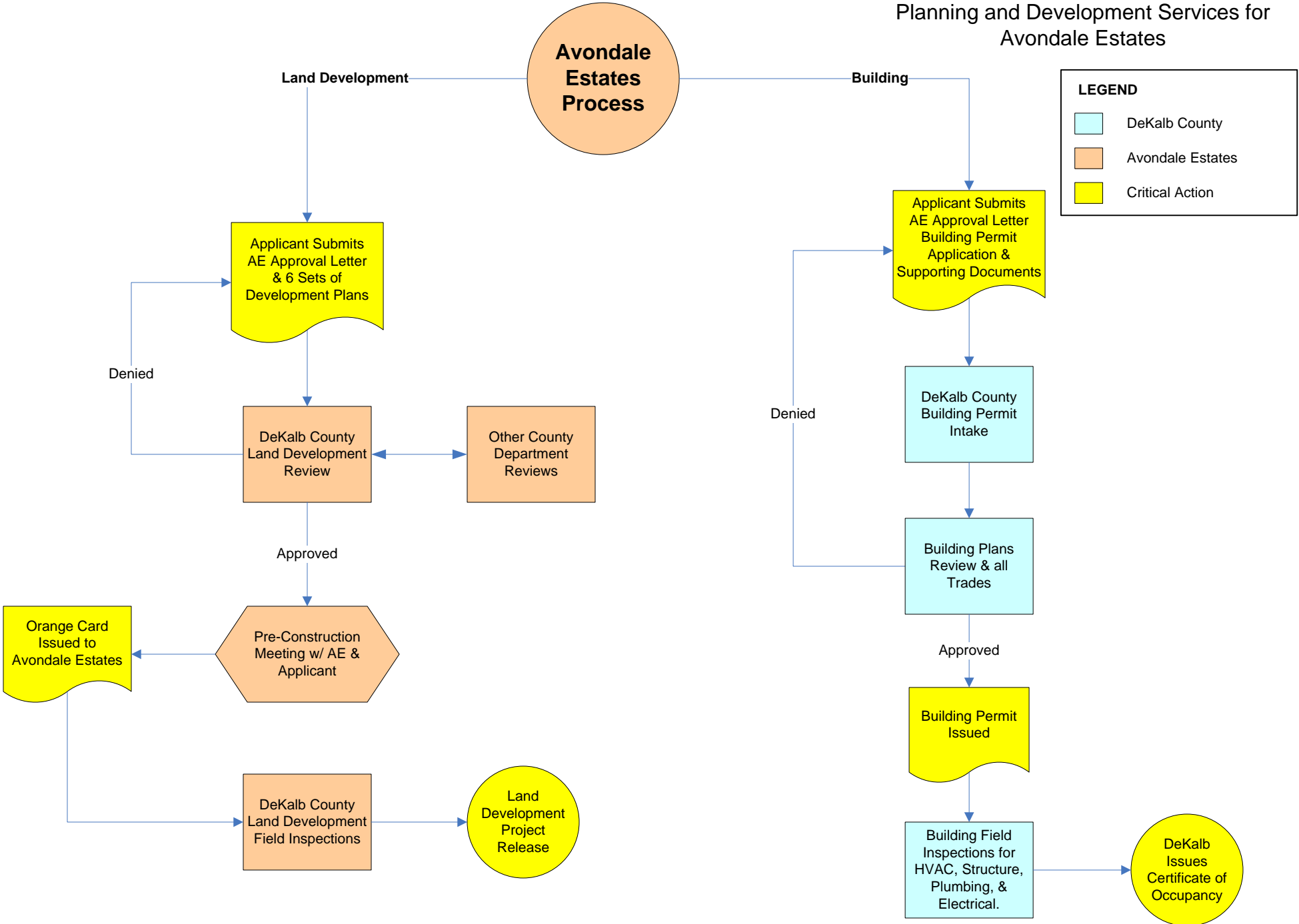
*City – Refers to Avondale Estates for this particular agreement. This is a local jurisdictions within DeKalb County. This municipality is the only participant providing service.*

*County – Refers to DeKalb County. DeKalb County is the only participant providing service.*

*Both – Both Avondale Estates and DeKalb County are involved with the service provided.*

*MOU – Memorandum of Understanding. Agreement between the City of Avondale Estates and DeKalb County.*

# Planning and Development Services for Avondale Estates



**Note:** Avondale Estates will be responsible for Planning and Zoning, Historic Preservation, Architectural Review, and all environmental work.

Planning and Development will attach all approval letters to Hansen record.

**WILSON, MORTON & DOWNS, LLC**  
ATTORNEYS AT LAW

Two Decatur TownCenter, Suite 420  
125 Clairmont Avenue  
Decatur, GA 30090-2551

Telephone  
(404) 877-3688  
Facsimile  
(404) 877-3688  
[www.wilsonmortonanddowns.com](http://www.wilsonmortonanddowns.com)

May 27, 2010

**Via Certified Mail, Return Receipt Requested**  
**#7004135000464820545 and U.S. Mail**

DeKalb County, Georgia  
1300 Commerce Drive  
Decatur, GA 30030

**Re: Notice of Termination of the Intergovernmental Agreement Regarding  
Building Permitting and Inspection Services Between DeKalb County and  
the City of Clarkston – Contract #501445 a/k/a Contract #00-8042G**

To Whom It May Concern:

This correspondence shall serve as notice to DeKalb County that the City of Clarkston hereby terminates the above-referenced contract pursuant to Sections 6 and 8 of said contract. The City of Clarkston gives notice that the above-referenced contract shall be completely terminated in all respects and that the City will begin administering its own building permitting and inspection effective July 1, 2010. As of July 1, 2010, DeKalb County is respectfully requested to refrain from any building permitting or inspection activity within the City limits of the City of Clarkston.

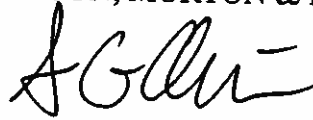
The City of Clarkston appreciates DeKalb County's assistance with its building permitting and inspections under the above-referenced contract and looks forward to continuing to enjoy a mutually beneficial relationship with the County while administering its own building permitting and inspections in the future. I have enclosed herewith a copy of the above-referenced contract for your convenience.

DeKalb County, Georgia  
May 27, 2010  
Page 2 of 2

Please feel free to give me a call if you have any questions about this notice of termination.

Very truly yours,

WILSON, MORTON & DOWNS, LLC

A handwritten signature in black ink, appearing to read "SG Quinn", written over the printed name.

Stephen G. Quinn

SGQ:cah  
Enclosure

cc: Mayor Howard Tygrett  
Bryan A. Downs, City Attorney



## Intergovernmental Agreement

This Agreement is made on this 31st day of August, 1999 by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (the "County"), and Chamblee, a municipality in the State of Georgia, whose address is 5468 Peachtree Rd. (the "City"), and both Chamblee, GA 30341 parties have been duly authorized to enter into this Agreement.

### WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the parties are authorized to provide the services set forth herein; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and the City are authorized to enter into Intergovernmental Agreements with each other for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**1. Effective Date.**

This Agreement shall be effective on the 1st day of September, 1999.

**2. Description of Services and Responsibilities of Each Party.**

The parties agree to perform the services set forth on the Description of Services attached hereto and incorporated herein as Exhibit A.

**3. Payment**

Payment for the services shall be as set forth on Exhibit A.

4. **Indemnification**

To the extent permitted by law, the County shall at its sole cost and expense fully indemnify, defend and hold harmless the City, its officers, employees and agents against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortious conduct or operations of agents and employees of the County.

To the extent permitted by law, the City shall at its sole cost and expense fully indemnify, defend and hold harmless the County, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortious conduct or operations of agents and employees of the City.

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

5. **Term**

This Agreement shall commence on the effective date set forth herein and will terminate on August 31, 2049 unless otherwise terminated as set forth herein.

6. **Termination**

This Agreement may be unilaterally terminated by either party, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

8. **Notice**

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia  
1300 Commerce Drive  
Decatur, Georgia 30030

To City:

City Manager - Chamblee  
5468 Peachtree Rd.  
Chamblee, GA 30341

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

9. **No Third Party Beneficiaries**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

10. **Georgia Laws Govern**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

11. **Venue**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, DeKalb, Georgia.

12. **Successors and Assigns**

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials of the either party.

13. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein and supercedes any existing agreement(s) between the City and the County for the provision of the services set forth on Exhibit A. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be signed by all parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

CITY:  
By: Mary Ward Goldenburg (Seal)  
Signature - Mayor

COUNTY:  
By: Liane Levetan (Seal)  
Liane Levetan  
Chief Executive Officer  
DeKalb County, Georgia

MARY WARD Goldenburg  
Name (Typed or Printed)

**ATTEST:**  
Becky Craven  
Signature

**ATTEST:**  
Michael Bell  
Michael Bell  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

Becky Craven  
Name (Typed or Printed)  
City Clerk  
Title

**APPROVED AS TO FORM:**

R. Crittender  
County Attorney  
Asst.

## **EXHIBIT A**

### **Description of Services between DeKalb County and the City of Chamblee**

1. The County agrees to perform the following (5 details attached):
  - a) Fire
  - b) Building Site Plan Review
  - c) Street Construction and Maintenance
  - d) Traffic Engineering
  - e) EMS
  
2. The City agrees to perform the following:

### **Exhibit A-1 / FIRE**

The County levies property taxes in the cities of Avondale Estates, Chamblee, Clarkston, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain for the purpose of providing fire protection. This includes fire suppression, prevention, plan review and inspection services in the cities listed above however fire prevention in the City of Chamblee is done by separate agreement. The County's Resolution to Levy Taxes for the year 2010 is attached hereto as Exhibit A.

**EXHIBIT A-2**  
**Description of Services for**  
**Building Inspections / Building Permits / Site Plan Review**

1. The County agrees to perform the following:
  - a) Site plan review for compliance with County requirements for portions of site plans affecting roads and drainage, i.e. curb cuts, sewer lines, etc.
  - b) Collect all fees generated in connection with the performance of site review set forth in 1a) above.
  
2. The City agrees to perform the following:
  - a) Authorize the County to review site plans for compliance with County requirements for portions of plans affecting roads and drainage, i.e. curb cuts, sewer lines, etc. and allow the County to retain all fees collected in connection therewith.

**EXHIBIT A-3**  
**Street Construction and Maintenance**

The County levies property taxes in the cities to provide street construction and maintenance. A chart indicating the different services provided in each city is attached as Exhibit B. A copy of the County's resolution to levy taxes for 1999 is attached as Exhibit C.



**EXHIBIT A-4**  
**Traffic Engineering**

The County levies property taxes in the cities to provide traffic engineering. Traffic Engineering provides the maintenance for all traffic signals within DeKalb County with the exception of those within the City of Atlanta. Traffic Engineering provides the installation of all traffic signals on county routes and almost all state installations. All traffic signal requests from cities are handled in the same manner as requests from unincorporated DeKalb County. All signals are installed at warranted locations with the exception of Commerce Drive @ West Howard, in the City of Decatur. The City of Decatur has assumed all liability for the non-warranted location and is supporting the installation of a second non-warranted location.

Speed hump/cut-thru traffic service is offered to all cities. The City of Decatur has refused the service and no other city has responded to the written invitation. The City of Chamblee has installed two speed humps on Pearl Lane on its own. The County does not perform this service in Atlanta.

Regulatory signs are made for all cities at no charge. Non-regulatory signs are made for all cities at cost. Regulatory signs meeting MUTCD guidelines are installed for cities except Chamblee and Doraville. "No Parking" signs are not installed for the cities. Decatur prepares its own signs.

The County performs normal striping for all cities at no charge. The County does charge for special stripes.

A copy of the County's resolution to levy taxes for 1999 is attached as Exhibit C.

**EXHIBIT A-5**  
**EMS, 911 and Dispatch**

The County levies property taxes in the cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, and Stone Mountain for the provision of police protection. This includes EMS, 911 and dispatch services where applicable. The County also receives the statutory 911 fee that is assessed on users by the telephone company for all cities except for Atlanta, Decatur, and Chamblee.

In exchange for these taxes and fees, the County provides 911 services for the cities of Avondale Estates, Clarkston, Doraville, Lithonia, Pine Lake, and Stone Mountain. Calls for 911 service that are within a city are directed to the applicable city police department for response and dispatch. The County performs dispatch services for the cities of Clarkston, Avondale Estates, Pine Lake and Lithonia (on a limited basis). EMS services are provided county-wide. A copy of the County's Resolution to Levy Taxes for the year 1999 is attached hereto as Exhibit C.

ROADS & DRAINAGE DEPARTMENT

\*All activities only at request of  
City Manager through the Director of  
Public Works

**EXHIBIT B**

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mtn.	Unioncop. DeKalb
Resurfacing/patching - Water & Sewer	X	X	X	X	X	X	X	X	X	X
Resurfacing - LARP	X	X	X	X	X	X	X	X	X	X
Road Widening		X	X	X	X	X	X	X	X	X
Railroad Crossing Patching		X	X	X		X	X	X	X	X
General Patching		X	X	X		X	X	X	X	X
Pothole Patching		X	X	X		X	X	X	X	X
Asphalt Curb Construction		X	X	X		X	X	X	X	X
Asphalt Spillway/Flume Const.		X	X	X		X	X	X	X	X
Driveway Repair/Hump		X	X	X		X	X	X	X	X
Curb Radius Widening		X	X	X		X	X	X	X	X
Fallen Tree Removal		X	X	X		X	X	X	X	X
Tree Cutting & Removal		X	X	X		X	X	X	X	X
Brush Cutting/Tree Trimming		X	X	X		X	X	X	X	X
Foliage Control		X	X	X		X	X	X	X	X
Moving Road Shoulder		X	X	X		X	X	X	X	X
Granite Curb Installation		X	X	X		X	X	X	X	X
Granite Curb Adjust		X	X	X		X	X	X	X	X
Backfilling Curb		X	X	X		X	X	X	X	X
Sealing Curb		X	X	X		X	X	X	X	X
Concrete Curb Const.		X	X	X		X	X	X	X	X
Concrete Curb Repair		X	X	X		X	X	X	X	X
Concrete Sidewalk Const.		X	X	X		X	X	X	X	X
Concrete Sidewalk Repair		X	X	X		X	X	X	X	X
Concrete Spillway/Flume Const.		X	X	X		X	X	X	X	X
Concrete Bridge Repair		X	X	X		X	X	X	X	X
Wood Bridge Repair		X	X	X		X	X	X	X	X
Metal Bridge Rail Repair		X	X	X		X	X	X	X	X
Shoulder Maintenance		X	X	X		X	X	X	X	X
Shoulder Repair		X	X	X		X	X	X	X	X
Side Ditch Cleaning		X	X	X		X	X	X	X	X
Sanding Streets		X	X	X		X	X	X	X	X
Mud Removal		X	X	X		X	X	X	X	X
Guard Rail Install		X	X	X		X	X	X	X	X

**ROADS & DRAINAGE DEPARTMENT**

\*All activities only at request of City Manager through the Director of Public Works

Exhibit B

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mtn.	Unincorp. DeKalb
Metal Pipe Installation										
Concrete Pipe Installation		X	**	X		X	X	X		X
Metal Pipe Replacement		X	**	X		X	X	X		X
Concrete Pipe Replacement		X	**	X		X	X	X		X
Pipe Repair-Brick Collar		X	**	X		X	X	X		X
Pipe Repair-Patch		X	**	X		X	X	X		X
Pipe Cleaning		X	**	X		X	X	X		X
Culvert Cleaning		X	**	X		X	X	X		X
Catch Basin Const.		X	**	X		X	X	X		X
Catch Basin Cleaning		X	**	X		X	X	X		X
Concrete Lid Replacement		X	**	X		X	X	X		X
Metal Lid/Frame Replace		X	**	X		X	X	X		X
Junction Box Const.		X	**	X		X	X	X		X
Junction Box/ CB Repair		X	**	X		X	X	X		X
Headwall Const.		X	**	X		X	X	X		X
Headwall Repair		X	**	X		X	X	X		X
Rock Retaining Wall Const.		X	**	X		X	X	X		X
Rip Rap Bank Const.		X	**	X		X	X	X		X
Splash Apron Const.		X	**	X		X	X	X		X
Tail Ditch Cleaning		X	**	X		X	X	X		X
Landscaping		X	**	X		X	X	X		X
Backfilling		X	**	X		X	X	X		X
Grate Installation		X	**	X		X	X	X		X
Grate Repair		X	**	X		X	X	X		X
Grate Replacement		X	**	X		X	X	X		X
Hydroseeding		X	**	X		X	X	X		X
Fence Location		X	**	X		X	X	X		X
Night Emergencies Responded to		X	**	X	Only in conjunction with a job		X	X		X

\*\*Chamblee - only if connected to in-place County system. No new off the R-O-W drainage work permitted at this time.

Attachment C

RESOLUTION TO LEVY TAXES  
FOR THE YEAR 2010

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia and it is hereby resolved by authority of same that there be, and there is hereby levied a tax for the year 2010 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$0.57 on the \$1,000.00 assessed valuation is levied on all taxable property in said County, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Bonded Indebtedness of said County**.
2. A Tax of \$1.37 on the \$1,000.00 assessed valuation is levied on all taxable property in the Unincorporated area in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
3. A Tax of \$8.96 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); and to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96).
4. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
5. A Tax of \$12.28 on the \$1,000.00 assessed valuation is levied on all taxable

## Attachment C

property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and roads maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (0.86); and to provide for fire protection to properties located within the DeKalb Fire Prevention District (2.46).

6. A Tax of \$13.21 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.79); and for the purposes of providing for fire protection to properties located within the DeKalb Fire Prevention District (2.46).
7. A Tax of \$10.09 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.13).

## Attachment C

8. A Tax of \$12.62 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.20); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
9. A Tax of \$11.42 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
10. A Tax of \$13.28 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.86); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).

## Attachment C

11. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
12. A Tax of \$13.01 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Service Tax Districts Act enacted April 12, 1982, as amended (1.59); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
13. A Tax of \$14.92 on the \$1,000.00 assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special



Attachment C

Services Tax Districts Act enacted April 12, 1982, as amended (3.50); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46). Pursuant to O.C.G.A. 33-8-8.3, funds received from the Insurance Premium Tax in 2009 will be expended for police protection in the unincorporated areas. In 2009, \$28,373,646.69 was received from said tax and expended for police protection in the unincorporated areas.

Adopted this 22th day of June 2010, by the DeKalb County Board of Commissioners.

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LARRY JOHNSON  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 22th day of June, 2010.

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W. BURRELL ELLIS, Jr.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

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BARBARA SANDERS  
Clerk of the Chief Executive Officer and  
Board of Commissioners,  
DeKalb County, Georgia

APPROVED AS TO FORM:

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LISA CHANG  
County Attorney



**City Commission**

509 North McDonough Street

P.O. Box 220

Decatur, Georgia 30031

404/370-4102 ■ Fax 678/553-6518

info@decaturga.com ■ <http://www.decaturga.com>

November 23, 2010

The Honorable Burrell Ellis  
CEO, DeKalb County  
330 W. Ponce de Leon Avenue  
Decatur, GA 30030

Dear CEO Ellis:

The City of Decatur has contracted with SafeBuilt, Inc. to assist the City by providing plan review and inspection services. As part of this contract the City will be able to provide electrical plan review, permitting and inspections for development within the city limits of Decatur. The City's Planning Director, Amanda Thompson, notified Hari Karikaran, Associate Director Development of this change on or about November 8, 2010. Subsequently, it was requested that I send a letter to you confirming this change.

We will begin issuing electrical permits on December 1, 2010. We anticipate that DeKalb County staff would continue to inspect and issue Certificates of Completion for projects that were permitted with DeKalb County prior to December 1, 2010.

Please let me know if you have any questions or concerns regarding this issue.

Sincerely,

William F. "Bill" Floyd  
Mayor

Cc: Peggy Merriss, City Manager  
Amanda Thompson, Planning Director



**Development Department**

509 North McDonough Street

P.O. Box 220

Decatur, Georgia 30031

404-370-4104 ■ Fax 404-370-0691

info@decaturga.com ■ www.decaturga.com

November 8, 2010

Hari Karikaran  
Associate Director Development  
330 W. Ponce de Leon Avenue  
Decatur, GA 30030  
[hkarikar@dekalb.ga.gov](mailto:hkarikar@dekalb.ga.gov)

Dear, Mr. Karikaran:

The City of Decatur has recently contracted with SafeBuilt, Inc. to provide plan review and inspections services. As part of this contract we wish to provide electrical plan review, permitting and inspections for development within the city limits of Decatur. We would like to start issuing electrical permits on December 1, 2010. We anticipate that the County would continue to inspect and issue Certificates of Completion for projects that were permitted with the County prior to December 1, 2010.

Please let me know if you have any questions or concerns about this proposal. We would like to begin advertising this change as soon as possible. Thank you for your cooperation.

Sincerely,

Amanda Thompson  
Planning Director

AN ORDINANCE ADOPTING THE DEKALB COUNTY  
BUILDING, PLUMBING, HEATING, AND ELECTRICAL  
CODE FOR THE CITY OF PINE LAKE, GEORGIA

BE IT ORDAINED by the City Council of Pine Lake in DeKalb County, Georgia, and it is hereby ordained by the authority of the same as follows:

ADOPTION BY REFERENCE

The following codes of DeKalb County, Georgia are hereby adopted as such codes for the City of Pine Lake, as fully as if set out at length herein, except as hereinafter provided; and the same are hereby made a part of this chapter:

- (1) The DeKalb County Building Code, as amended through the date of adoption of this ordinance, and any amendments hereafter, with the exception that the fees now provided for building permits by the City shall remain in full force and effect and shall not be affected by any provisions of such building code.
- (2) The DeKalb County Electrical Code, as amended through the date of adoption of this code of ordinances, and any amendments hereafter.

- (3) The DeKalb County Heating, Ventilating and Air Conditioning Code, as amended through the date of the adoption of this ordinance, and any amendments hereafter.
- (4) The DeKalb County Plumbing Code, as amended through the date of adoption of this ordinance, of DeKalb County, Georgia, 1976 edition, and any amendments hereafter. In all respects, except as may be provided in this ordinance, such plumbing code shall constitute the plumbing code of this City, including the appointment of the advisory board, and board of examiners provided for in such plumbing code, which boards shall act for and in behalf of the City.

COPIES ON FILE

At least one copy of each of such codes shall be kept on file in the office of the City Clerk and the same are hereby made a part of this code.

DEFINITIONS

(a) Wherever the word "county" appears in such codes, the same shall read "city".

(b) Wherever the words "commissioners" or "board" appears in such codes, the same shall read "city council".

#### CONFLICT OF LAWS

Where such building, plumbing, heating and electrical code is in conflict with the provisions of any other ordinance of the City or any State law, the provisions of the DeKalb County Building Code, or the State law shall prevail.

#### PENALTY FOR VIOLATION

Any person guilty of a violation of any of such codes shall be punished as provided in Section 9-4002 (16) (c) of the Heating, Ventilating, and Air Conditioning Code; Sections 9-3002 (16) (c) of the Plumbing Code; and, Section 9-2001 of the Electrical Code.

#### BUILDING PERMITS

No new construction, or alterations or repairs shall be made without first obtaining a building permit from the City; and, second, by obtaining a permit from the DeKalb County Development Department.

#### MISCELLANEOUS

The Development Director, or his duly authorized representatives of the DeKalb County Development Department is hereby authorized to make all inspections as required under the provisions

of the codes as adopted in this ordinance, and in accordance with any minimum ordinance as may be adopted by the City of Pine Lake. Upon presentation of proper credentials, he may enter at 8:00 A.M to 8:00 P.M. any building, structure or premises in the City to perform any duties imposed upon him by the codes so adopted, and in accordance with any minimum ordinances as may be adopted by the City of Pine Lake. The development director or his authorized representatives are hereby authorized and directed to enforce all the provisions of the codes so adopted and are hereby invested with all police powers as authorized by the City Charter of Pine Lake, as necessary for the purpose of issuing copies of charges and prosecution of any person or persons as may be charged with any violation of the codes so adopted.

REPEALER

All ordinances or parts of ordinances in conflict herewith are expressly repealed hereby.

First Reading March 14, 1983 Q.B. ;

Second Reading April 11, 1983 Q.B. ;

Third and Final Reading May 9, 1983 Q.B. .

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINE  
LAKE, GEORGIA, THIS 9 day of May, 1983.

*Mary F. Singer*  
MAYOR

ATTEST:

*Judi D. Brumell*  
CITY CLERK

ORDINANCE 108

READ AND APPROVED AS TO FORM

*Alan Mullinax*  
Alan Mullinax, City Attorney,  
Pine Lake, Georgia





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: DEKALB COUNTY**

**Service: *Planning and Zoning***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
All Cities	General Fund and User Fees
	Special Tax District Grants

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Code Enforcement**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Housing Authority - Fees & Grants
Cities of Atlanta, Clarkston, Decatur, and Lithonia	Housing Authority - Fees & Grants

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

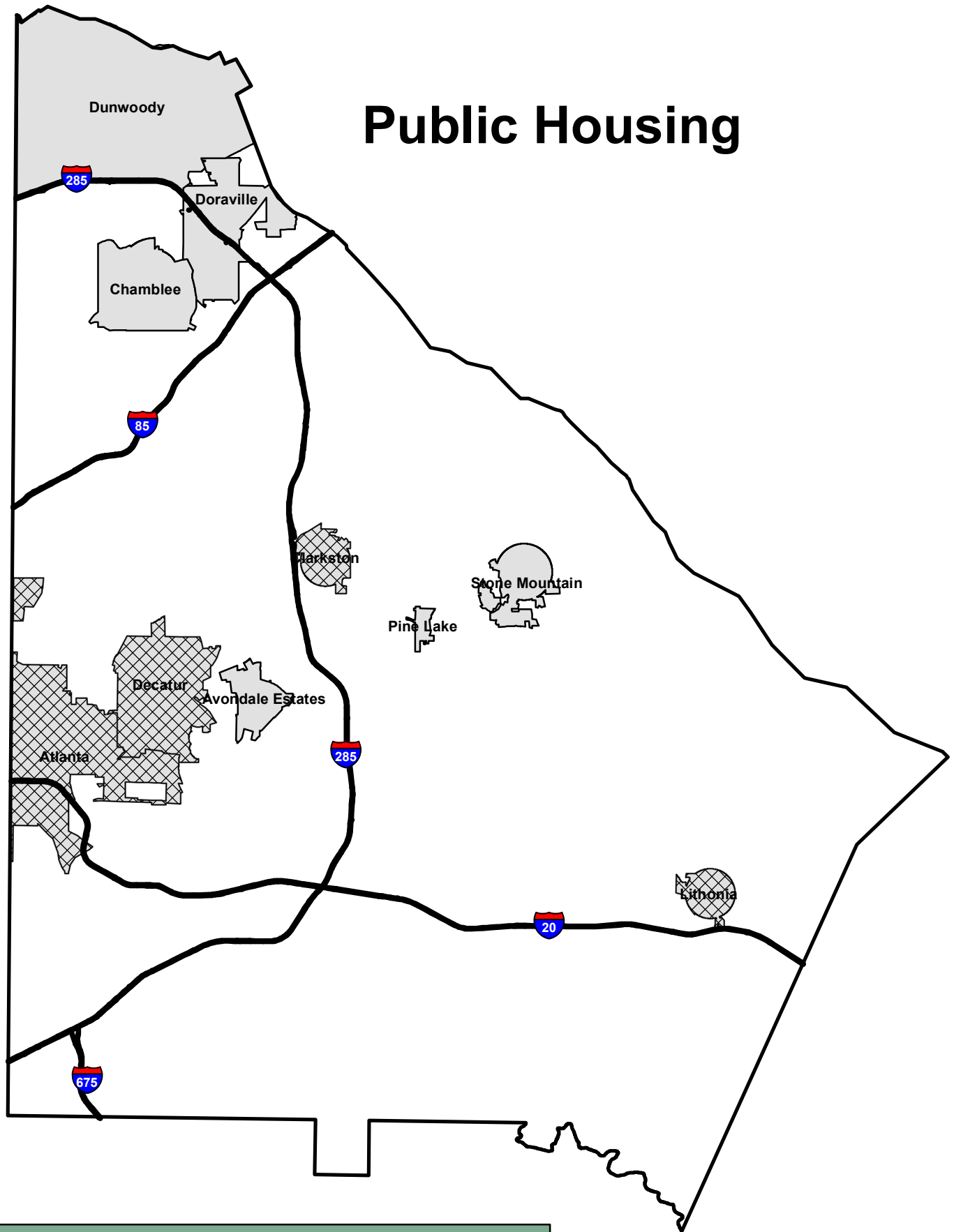
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

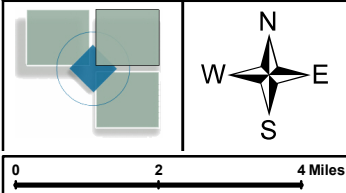
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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

# Public Housing



Department of Planning & Development - Long Range Planning Section



## Public Housing

- Service Provided by DeKalb County
- Municipality Responsible for Service

\* Note: Not shown on map, DeKalb Co. has a Housing Authority that provides service to unincorporated DeKalb only.

Created: 11/18/10  
 Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission

## DeKalb County Service Delivery Strategy 2010

### Public Works Services in DeKalb Municipalities and Atlanta

Public Works	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	IG-DC	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.									D-IG
Wastewater Collection & Treatment	IG-DC										D
Refuse Collection	D	DC	DC	DC	DC	C	DC	DC	DC	C	C
Landfill	C	D	D	D	D	C	IG-DC	IG-DC	D	C	D
Recycling Programs	C	DC	DC	DC	D/DC	DC	D	DC	DC	DC	D
Street Construction & Maintenance	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	D	IG-DC	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D
Traffic Engineering	D	J	J	J	D/J	J	D	J	J	J	D
Storm Water	D	N/A	N/A	N/A	D	N/A	N/A	D	N/A	D	D
Cemetery	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D
Airport	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D

#### Definitions

<b>WATER TREATMENT/WATER DISTRIBUTION</b>	Self explanatory.
<b>WASTEWATER COLLECTIONS &amp; TREATMENT</b>	Self explanatory.
<b>REFUSE COLLECTION</b>	Self explanatory.
<b>LANDFILL</b>	Use of public, private or DeKalb County is considered contract; not intergovernmental agreement.
<b>RECYCLING PROGRAMS</b>	Self explanatory.
<b>STREET CONSTRUCTION &amp; MAINTENANCE</b>	Re-paving (not including LARP), pothole repair, the maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination.
<b>STREET CLEANING</b>	Right of way mowing, tree trimming, leaf removal, etc.
<b>TRAFFIC ENGINEERING</b>	Self explanatory.
<b>STORM WATER</b>	Self explanatory.
<b>CEMETERY</b>	Self explanatory.
<b>AIRPORT</b>	Self explanatory.

**D:** Direct

**IG-DC:** Intergovernmental Agreement with DeKalb County

**IG-A:** Intergovernmental Agreement with an Authority

**J:** Joint Agreement

**C:** Contract

**A:** Authority

**IGA-ATL:** Intergovernmental Agreement with Atlanta

**N/A:** Not Available

**DC:** DeKalb 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: DEKALB COUNTY**

**Service: *Water Treatment and Distribution***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Funds
City of Atlanta	Enterprise Funds

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
DeKalb County Sewer Service Agreement	DeKalb County with Atlanta	7/16/68-7/15/2018

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?

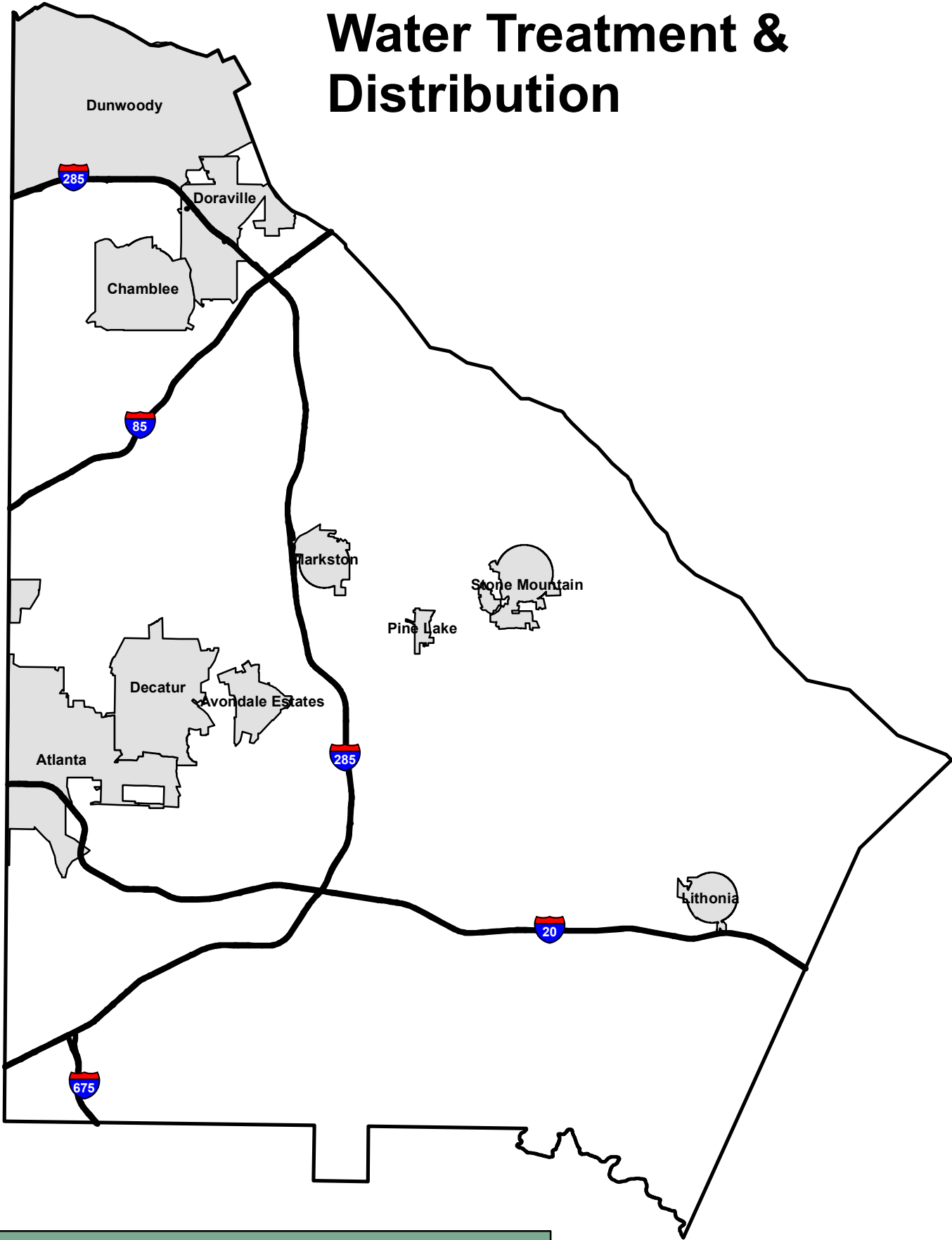
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

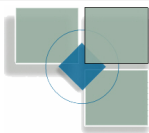
# Water Treatment & Distribution



Department of Planning & Development- Long Range Planning Section

## Water Treatment & Distribution

□ Service Provided by DeKalb County



0 2 4 Miles

*John Heath*

DEKALB COUNTY  
Sewer Service Agreement

THIS AGREEMENT, entered into between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and DeKalb County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

W I T N E S S E T H

WHEREAS, the City owns, operates, supervises and manages a system of sewerage lines and water pollution control plants commonly designated as the "Metropolitan Sewer System"; and

WHEREAS, it is the intent and purpose of the City and the County, and of this agreement that the City and County shall contribute financially to the operation, supervision, management, maintenance, repair, replacement and expansion of said Metropolitan Sewer System; and

WHEREAS, the City will construct improvements to the R.M. Clayton Plant (a part of the Metropolitan Sewer System) hereinafter referred to as the Clayton Plant for the joint use of several entities of which the County is one and in accordance with plans and specifications to be prepared by Wiedeman and Singleton, Engineers as approved by the City, copy of which shall be filed with the County for review; and

WHEREAS, the City will finance the said construction and the County will reimburse the City for the benefit to be conferred on the County; and

WHEREAS, said benefit to be conferred on the County will be determined by the amount of the capacity of the Clayton Plant expressed in millions of gallons of sewage flow per day (M.G.D.) reserved herein for the use of the County; and

WHEREAS, due to the extended period of construction and the impossibility of accurately establishing final costs at the time of the execution of this contract, it is necessary for the parties to make payments based on financing needs until final construction costs can be established; and

WHEREAS, the capital improvements to the Metropolitan Sewer System will be for the mutual benefit of those whom it serves and it is equitable that each pay its fair share of the costs of the further development and operation of said system, based upon its use of the same, and to that end the County has agreed to make the payments hereinafter provided for; and

WHEREAS, the County may in the future require capacity in the Clayton Plant in excess of that reserved herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereinafter and for other good and valuable consideration, the parties do agree as follows:

1. Definitions

The following terms as used herein shall have the following meanings:

Metropolitan Sewer System:

The Metropolitan Sewer System, as the term is used in this agreement, is the system of sewers and associated treatment facilities described in Annex (E) attached hereto and made a part hereof by reference. Said Annex (E) may be amended from time to time by the parties hereto as additions or modifications to the said system are constructed under the provisions of Paragraph 12 of this agreement or as deletions are made by agreement of the parties.

City:

All land enclosed within the boundaries of the City of Atlanta as now or hereafter established by law, or any other political subdivision to which the properties and powers of the City of Atlanta may be transferred in the future.

County:

All land enclosed within the boundaries of DeKalb County as now or hereafter established by law or any other political subdivision to which

the properties and powers of DeKalb County may be transferred in the future except that part of DeKalb County which also may at that time be within the boundaries of the City.'

Borrowings:

Those evidences of debt issued by the City in order to finance in whole or in part the construction of facilities contemplated by this agreement.

Director of Public Works:

The Director of the Public Works of the City or whoever shall in the future perform those functions relative to this agreement which are now performed by said Director of Public Works.

capital improvements:

Those additions, replacements or improvements to the Metropolitan Sewer System which under generally accepted accounting principles or practices are considered capital in nature.

Atlanta Region Metropolitan Planning Commission:

That organization authorized by the General Assembly of Georgia (1960 Georgia Laws page 3102) and established for the purpose of providing comprehensive planning and planning assistance to the several governments designated as members of which the parties hereto are included.



2. City's Responsibility to Finance and Construct:

The City agrees to assume the responsibility for the financing and construction of capital improvements to the Clayton Plant as provided for in Annex (A), attached hereto and made a part hereof, by reference, and other capital improvements to the Metropolitan Sewer System (except sewers used solely by the County) contemplated by this agreement.

3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City in equal monthly payments over a period of 30 years an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement. For presently planned capital improvements to the Clayton Plant, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). The County agrees to pay to the City in equal monthly payments over a period of 20 years or over the then remaining term of this agreement, whichever is shorter, for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payment by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid.

4. Responsibility of Parties for Maintenance,  
Repair and Replacement:

The City agrees to assume the responsibility for the operation, supervision, management, maintenance, repair, replacement and expansion of all portions of the Metropolitan Sewer System except those portions which serve only the County, and those portions which serve only the County and others which the County allows to connect to said system under the provisions of Paragraph 6 hereof. The County shall have the responsibility for the maintenance, repair and replacement of such lines.

The net operating costs as defined in Annex (B) related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the City, shall be allocated between the parties served thereby on the basis of beneficial use as determined by the sewage flow carried by any particular line or facility.

The costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the County shall be borne by the County. Similarly, the costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which carry no sewage generated by the County shall be borne by the City.

5. Other Rights and Responsibilities of the County:

A. The County agrees as follows:

1. To assume responsibility, at its expense, for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of all sewers used solely by the County.
2. To provide, at its expense, only those metering facilities required by Annex (B), attached hereto and made a part hereof by reference.
3. To assume the responsibility for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of sewers serving Gwinnett County which the County permits to be connected to sewers using the facilities of the Metropolitan Sewer System under this agreement.

B. The County shall have the right to make or to permit connections to said Metropolitan Sewer System, subject to the provisions of this agreement. However, in no event shall the aggregate maximum flow contribution from all such connections exceed two and six tenths (2.6) million gallons per day of sewage discharging into the Intrinishment Creek Water Pollution Control Plant and twenty thousand (20,000) gallons per day of sewage discharging into the South River Water Pollution Control Plant. The aggregate maximum flow contribution from all such connections to the Clayton Plant shall be established as provided in this agreement.

6. County's Right to Make Charges for Sewer Connections:

The County shall have the right to make such charges for connections it makes or permits to be made to the Metropolitan Sewer System under the provisions in Paragraph 5 above and shall retain for its own use all sums so derived. This right shall include the right to deal with municipalities of the County and Gwinnett County under such terms as may be agreed upon between the County and such municipalities for participation in the use of the Metropolitan Sewer System.

7. Standards of Acceptability:

The County's right to make or permit sewer connections to the Metropolitan Sewer System within the limits set forth herein shall be conditioned upon compliance with the Standards of Acceptability as set forth in Annex (C) attached hereto and made a part hereof by reference, and the amendments thereto made by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

8. Regulations for Sewer Construction:

All sewers which may be laid in the future and which will connect to the Metropolitan Sewer System will be laid in accordance with the design criteria set forth in ARTICLE IV - A through F-of Rules and Regulations of the Department of Public Works, Water Pollution Control Division of the City as set forth

in Annex (D) attached hereto and made a part hereof by reference, as amended by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

9. City to Furnish Assistance:

The City agrees to furnish the County the use of its maps, general plans and specifications and such engineering assistance as may be mutually agreed upon by the City and County.

10. County Prohibited from Taxing City Residents:

The County agrees that all funds used by the County for the payment of participating costs of capital improvements, operation, supervision, management, maintenance, repair, replacement and expansion of the Metropolitan Sewer System incurred pursuant to this agreement shall be derived from sources other than taxes levied on objects of taxation located within the City.

11. County's Rights Conditioned on their Performance:

The right of the County to the continued use of the Metropolitan Sewer System facilities is conditioned upon the performance by the County of all its obligations under this agreement.

12. Future Capital Improvements:

The parties agree that additional capital improvements to the Metropolitan Sewer System (other than the capital improvements to the Clayton Plant presently contemplated to be made under this agreement) shall be made from time to time upon a

determination by the Director of Public Works of the City that excessive flows or loads are impairing the efficient operation of the Metropolitan Sewer System or that improved processes are available and that the addition of said processes available are necessary or desirable to the efficient operation of the system, or such improvements become necessary to comply with increased requirements imposed by agencies of the State of Georgia or by agencies of the Federal Government. In any such event, the parties herein agree to share the cost of such capital improvements as follows:

1. In the case of modifications or additions to Water Pollution Control Plants, the average projected daily sewage flow to the individual facility, for a period of the next 20 years, shall be the basis for cost distribution.
2. In the case of modifications or additions of pumping stations, chlorine stations and other similar appurtenances, the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 10 years, shall be the basis for cost distribution.
3. In the case of modifications or additions to sewers or elements of the sewer system not previously specifically provided for,

the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 25 years, shall be the basis for cost distribution.

Population or average daily sewage flow projections required for such determinations shall be those provided by the Atlanta Region Metropolitan Planning Commission or other mutually acceptable agency and such projection shall be binding upon each party. In so far as possible average daily sewage flow projections shall be based on data recorded by the meters installed to measure sewage flows. The choice between population projections or average daily sewage flow projections shall rest with the County.

13. Severability:

It is understood and agreed by and between the County and the City that if any condition or provision contained in this contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either the City or the County in its respective rights and obligations contained in the remaining valid conditions or provisions of this agreement.

14. Waiver:

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

15. Term of Agreement:

This agreement shall be in effect on the date of execution as shown below and shall continue in effect for fifty (50) years.

16. Number of Copies Executed:

It is agreed between the City and the County that the contract shall be executed in an original and three (3) copies, any one of which may be used for any purpose for which the original may be used.

IN WITNESS WHEREOF, the duly authorized officials of the City of Atlanta and the County of DeKalb have respectively caused the name of the City of Atlanta and the name of the County of DeKalb and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 7/16/68 day of \_\_\_\_\_, 1968.



CITY OF ATLANTA

*Arthur J. [Signature]* (Seal)  
Mayor

APPROVED:

*Ray L. Wilson*  
Director of Public Works  
City of Atlanta

APPROVED AS TO FORM:

*Asw...* *Charles W. [Signature]*  
City Attorney

DEKALB COUNTY

*James H. [Signature]* (Seal)  
Board of Commissioners  
of Roads & Revenue

ATTEST:

*[Signature]*  
Clerk, Board of Commissioners  
of Roads & Revenue

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

CAPITAL IMPROVEMENTS  
R.H. CLAYTON WATER POLLUTION CONTROL PLANT

ANNEX (A)

to the Metropolitan Sewer Agreement between the  
City of Atlanta and DeKalb County dated 7/16, 1968.

1. City's Obligation to Finance and Construct:

The City agrees to finance and construct such capital improvements to the R.H. Clayton Water Pollution Control Plant, hereinafter referred to as "the Clayton Plant," as shall be necessary to provide primary and secondary sewage treatment to 120 million gallons of sewage per day, hereinafter referred to as M.G.D., according to the plans and specifications to be prepared by Wiedeman and Singleton, Engineers and approved by the City, a copy of which shall be filed with the County for review. The planning and designing of said system shall be the responsibility of Wiedeman and Singleton, Engineers.

2. County's Right to Use:

The County shall have the right to use 25 M.G.D. (20.8%) of the M.G.D. capacity of the Clayton Plant.

3. County's Obligation to Pay:

In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2. above, the County agrees to pay to the City a sum equal to 20.8 % of the costs of each borrowing to finance

RMC

14

construction of the Clayton Plant as hereinafter defined plus .33 of the sum so determined; such .33 represents a contribution for costs incurred by the City for now existing facilities located in the Clayton Drainage Basin which will become a part of the new facility. By paying said .33, the County shall not ever again be required by the City to make any contribution for now existing facilities located in the Clayton Drainage Basin. Said facilities include the existing Clayton Plant, the site on which it is located and all trunk sewers located in the Clayton Drainage Basin only.

In determining the "costs of borrowing" there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received.

For the purpose of this contract, construction of the Clayton Plant and related facilities, shall include, without limitation, the purchase price of any lands for the expanded facility, easements, rights-of-way, and expenses incident to the acquisition thereof.

construction of access roads on the Clayton Plant property, the installation of drainage facilities, grading, filling and turbing, construction of digestors, clarifiers, aeration and final settling tanks, chlorine contact chamber, tunnels, dikes, construction and equipping of buildings and the usual and convenient facilities incident thereto, so as to acquire an adequate, modern and efficient Water Pollution Control Plant, and in addition shall include:

- a. The cost of indemnity and fidelity bonds either to secure deposits in the appropriate funds or to insure the faithful completion of any construction contract.
- b. Any taxes or any charges lawfully levied or assessed against the undertaking.
- c. Fees and expenses of engineers for engineering studies, surveys and estimates, the preparation of plans and the supervision of construction.
- d. Payments made for labor, contractors, builders and materialmen in connection with the construction and payment for machinery and equipment and for restoration of property damaged or destroyed in connection with such construction, and the repayment of any loans or advances made to or on behalf of the City, to accomplish any of the foregoing.

e. Legal expenses and fees, costs of audits and of preparing, issuing and marketing the bonds.

f. All interest or discount incurred in connection with any borrowing (after proper allocation of any premiums received) and any other items of expense which are incident to the undertaking.

4. County to Make Equal Payments:

The County agrees to repay its portion of each borrowing as determined pursuant to the provisions of Paragraph 3 above in 360 equal monthly payments commencing on the first day of the month following the incurring of the indebtedness.

After Wiedeman and Singleton, Engineers, shall have furnished the City with a certificate stating that construction of the Clayton Plant has been completed and the City has determined by an audit prepared by an independent Certified Public Accountant the total construction costs of the Clayton Plant an adjusting payment, if needed, shall be made so that the actual amount paid by the County shall be in accordance with the provisions of Paragraph 3 above.

5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available and the County agrees to increase its capacity in increments of not less than 5 M.G.D. at any one time and agrees to pay for said increase as provided for hereinafter.

6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, and provided no basic change has occurred at that time in the capacity or nature of the Clayton Plant, the payments due by the County shall be recalculated as though such increased capacity had originally been established under Paragraph 2 at the commencement of this agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7. Excessive Use Payments:

In the event the City determines that no additional capacity can be allocated to the County, the County shall pay to the City for the County's excess of flow to the Clayton Plant \$1,250 per M.G.D. per month for each month the County exceeds its authorized allocated capacity. Said excess shall be determined by subtracting the allocated capacity from an average of the flows of sewage for the current month and the two immediately preceding months. As a condition precedent to this temporary extension of capacity to the County, the County must be making a bonafide effort to comply with Paragraph 8 herein.

8. County to Construct Own Relief Facilities:

In the event the City determines that future connections in the County will generate a sewage flow in excess of the capacity of the Clayton Plant reserved to the County herein or create other conditions that will endanger or impair the efficient operation of the Clayton Plant, the County agrees to immediately begin and pursue diligently a construction program to eliminate any such condition or to divert such excess flow from the Clayton Plant to another sewage treatment facility capable of properly handling the same.

ALLOCATION OF OPERATING COSTS

ANNEX (B)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/16, 1968. This Annex will establish and provide the basis of operation, supervision, management, maintenance, repair and replacement cost determination and billing therefor, of the Metropolitan Sewer System.

1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "net operating costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total cost of all operation, supervision, management, maintenance, repair and replacement expenses less all earnings from the sale of by-products, except as provided hereinafter in Paragraph 6. The portion of the net operating cost paid by the County shall be based on the ratio the County's flows bear to the total flows tributary to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the County will from time to time, at its expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Director of Public Works of the City and acquired by the County at its expense, for the purpose of providing dependable recorded measurements of flows of sewage discharging from the County into the Metropolitan Sewer System. Said facilities shall be

operated, supervised, ~~aged~~ maintained, repaired and replaced by the City as a cost to the Metropolitan Sewer System. Until said metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 herein, the County's share of net operating costs shall be based upon the ratio that the resident population within the County served by the Metropolitan Sewer System bears to the resident population within the City served by the Metropolitan Sewer System; said resident population served shall be determined by the Atlanta Region Metropolitan Planning Commission.

3. Initial Year of Metering:

During the first full year of operation of the metering facilities herein referred to, monthly statements shall be rendered one month after measurement periods (i.e., cost allocation for February made on the basis of January flow ratios at facility concerned). Costs of major item purchases which exceed \$1,000 during the initial year of metering will be allocated between the parties on the basis of three-month average daily flows; thereafter, they shall be allocated on the monthly average daily flow basis. The County shall be notified when the purchase of major items are contemplated.

4. Failure of Meters:

In the event of a meter failure which prevents the development of continuous flow data for any month for billing purposes, that month will be billed on the basis of the average of the three preceding monthly flows.

5. 1963 Distribution of Operating Costs:

It is agreed that the County during the calendar year 1960 shall pay to the City as above described the sum of \$142,500 as provided in an agreement between the parties dated April 13, 1964.



STANDARDS OF ACCEPTABILITY  
FOR SEWAGE DISCHARGED INTO THE  
METROPOLITAN SEWER SYSTEM

ANNEX (C)

to the Metropolitan Sewer Agreement between the City of  
Atlanta and DeKalb County dated 7/16, 1968.

1. Definitions:

Unless the context specifically indicates otherwise,  
the meaning of terms used in these regulations shall  
be as follows:

"Sewage Works" shall mean all facilities for collecting,  
pumping, treating, and disposing of sewage.

"Chief of Construction" shall mean the Director  
of Public Works of the City of Atlanta or his duly  
authorized deputy, agent, or representative.

"Sewage" shall mean a combination of the water-  
carried wastes from residences, business buildings,  
institutions, and industrial establishments, together  
with such ground, surface, and storm waters as may  
be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying  
sewage.

"Public Sewer" shall mean a sewer in which all  
owners of abutting properties have equal rights,  
and is controlled by public authority.

"Combined Sewer" shall mean a sewer receiving  
both surface runoff and sewage.

"Sanitary Sewer" shall mean a sewer which carries  
sewage and to which storm, surface, and ground waters  
are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer  
which carries storm and surface waters and drainage,  
but excludes sewage and polluted industrial wastes.

"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treating sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B. O. D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in parts per million by weight.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

"City" shall mean the City of Atlanta, Georgia.

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substance that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.
3. Any gasoline, benzene, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid, or gas.
4. Any water or wastes that contain more than ten (10) parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
7. Any waters or wastes containing toxic or poisonous substance in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Director of Public Works in the event of a cumulative overload on a particular drainage basin or sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1. Cadmium	5.0
2. Chromium	3.0
3. Copper	3.0
4. Cyanide	0.0
5. Nickel	0.1
6. Silver	5.0
7. Tin	5.0
8. Zinc	3.0
9. Phenol	0.5

8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.
  9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.
  10. Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.
  11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.
- B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24-hour composite basis, or for any sample period having a five-day BOD in excess of 5 times the average

influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works the owner shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than 5 times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the city; shall be subject to review and approval of the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment or equalizing units may be required to bring constituents or volume of flow within the limits previously prescribed or to an otherwise acceptable level, and to hold or equalize flows such that no peak flow conditions may hamper operation of any unit of

the sewer system. Said equalization or holding unit shall have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

F. When required by the Director of Public Works, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer on his property to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Director of Public Works. The manhole shall be installed by the owner at his own expense, and shall be maintained by him so as to be safe and accessible at all times. The manhole must be located on the industrial waste service connection with all sanitary wastes excluded.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Annex shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole provided for in this Annex, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Director of Public Works of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose.

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Water Pollution Control Plant serving that area, of the nature of the spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains or street catch-basins shall be emptied by the County into the Metropolitan Sewer System, and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.



3. Overloading, Endangering or Impairing Efficient Operations:

It is understood that whenever any industrial or commercial plant is permitted by the County, under this agreement, to discharge waste into any sanitary sewer, the County will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow the County, either for itself or for the use and benefit of any person or entity to construct and connect with any trunk sewer or Water Pollution Control Plant of the Metropolitan Sewer System, any sewer or sewers which in the sole determination of the Director of Public Works of the City or his successor in office, will overload, endanger or impair the efficient operation of the trunk sewers or any of the Water Pollution Control Plants of the Metropolitan Sewer System.

SANITARY SEWERS DESIGN CRITERIA

ANNEX (D)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

ARTICLE IV. SANITARY SEWERS DESIGN CRITERIA:

A. Introduction: The requirements herein have been prepared with an attempt to give full consideration to general conditions in Atlanta. The requirements have the support of a considerable volume of experience, observations, and case histories. They are established, however, not with the intent or rigid application in all details, but rather to set forth the considered view of City government and represent the criteria upon which approval of designs will be considered and given. Any design that includes materials other than those recommended, grades less than the listed minimum, and like variances from accepted practice must be supported by appropriate engineering study.

B. Sewage Treatment: All new sewer installations and extensions to existing systems shall require provisions for approved sewage treatment before approval can be given. Extensions to the Atlanta Sewer System satisfy this requirement. Other provisions for treatment must be indicated.

C. Design Period: In general, sewer systems should be designed for the estimated future tributary population up to fifty years hence, except in considering parts of the system that can be increased in capacity quite readily when the need arises. Special consideration should be given to the anticipated ultimate development of institutions.

D. General: Materials should be selected to give the best service under the conditions of the design. The material selected should be adapted to local conditions, special consideration being given to the character of industrial wastes, possibilities of septicity, exceptionally heavy loads, abrasion, the necessity of reducing the number of joints, soft foundations and similar problems. Materials are limited to use of those types provided for in attached "Sewer Specifications for Work by Private Contractors and Developers."

E. Location: It is generally expected that sewers shall be located so as to be remote from public water supply wells, other water supply sources and structures.

1. Water pipe and sanitary sewer lines will not be laid in the same trench.

A lateral separation of at least 10 feet, and in case of crossings, a vertical separation of not less than 18 inches should be maintained. In the event this is impossible, special provisions should be made.

F. Interconnections: No permanent physical connection between a public or private potable water supply system and a sewer, sewage treatment plant or appurtenances thereto which might conceivably permit the passage of any sewage or polluted water into the potable water supply will be permitted.

G. Separate Plan: In general, it is the policy of the City of Atlanta to approve plans for new sewer systems and extensions only when designed upon the separate plan. The plans should be designed for a separate sanitary sewerage system in which rain water from roofs, streets, and ground or surface water from other sources are excluded.

H. Miscellaneous Wastes: (Refer to "Standards of Acceptability of Industrial or Trade Wastes for Admission into Sewers of the City of Atlanta, Georgia," January, 1964, Code Section 51.21).

I. Sanitary Sewer Sizes, Slopes, Depths, and Velocity of Flow:

1. Size: The minimum allowable size for any sanitary sewer governed by these regulations other than house sewer connections shall be eight inches in diameter.
2. Slopes: All sewers should be designed and constructed with hydraulic slopes sufficient to give mean velocities, when flowing full or half full, of not less than 2.5 feet per second, based on Kutter's or Manning's Formula. Sewer velocities should be determined using a value of "n" of 0.013 but for sewers of cast iron an  $n=0.010$  is allowed, and an  $n=0.21$  when designing corrugated metal pipe under special authorization.
3. Increasing Size: At manholes where the sewer is increased in size or at points where a smaller sewer connects into a larger sewer, the invert of the larger sewer should be at such lower elevation to maintain the same energy gradient. To approximate this, it is required that the 0.8 depth point of both sewers be placed at the same elevation.

greater than 400 feet for sewers of 15 inches diameter or less, and 500 feet for sewers 18 inches to 30 inches. Greater spacing may be permitted in larger sewers and those carrying treated effluents with approval of the Engineer.

2. Drop Manholes: Inside drop manholes are permitted for drops of up to 15' for 8" through 12" diameter pipe where special filleted inverts with reinforced concrete bottom are provided.

(See applicable Standard Sec.).

Standard Manhole Sections will be used in cases where the elevation difference between the manhole invert and the incoming sewer invert is less than 36 inches, the invert will be filleted to create a channel which will prevent solids depositing in the manhole.

3. Manhole Diameter: (See applicable Standard Section)
4. Materials and Watertightness: Manholes will be constructed of hard burned brick and will be waterproofed on the exterior with plaster coatings, supplemented by a bituminous coating where ground water conditions are unfavorable. Special manhole covers are required to prevent flooding, when ordered by the Engineer. Manholes will have cast iron rings and covers of standard design. Cast iron or aluminum steps are required.

5. Flow Channel: The manhole floor shall have a flow channel made to conform in shape and carrying capacity to that of the sewers, as indicated on the applicable standard section.

6. Manhole Top Elevation: Top elevation will conform to street grade and slope. Developer is responsible for any final adjustment.

L. Inverted Siphons:

1. Inverted siphons will have at least two barrels with minimum pipe size of 6 inches. Necessary flushing and maintenance appurtenances will be provided. The manholes will have adequate clearances for rodding and the inlet and outlet details must be arranged so that normal flow is diverted to one barrel and so that either barrel may be taken out of service for cleaning. In general, sufficient head should be provided and pipe sizes selected to secure velocities of at least 3.0 feet per second at average flows. Siphons will be avoided in all but the most serious cases.

M. Force Mains:

1. Force mains are normally cast iron pipe with mechanical or other approved joints. Under certain conditions other materials such as concrete may be used. Minimum velocity in the force main will be 3.0 feet per second.

N. Sanitary Sewer Depth:

1. Sanitary sewers shall be located with a minimum of three (3) feet of cover in areas not subject to vehicular traffic and a minimum of six (6) feet cover under areas designated for vehicular traffic. Specific exceptions to this provision may be made where special material or bedding is provided.
2. Soil compaction tests as required in sewer specifications will prevail.

O. Sanitary Sewer Easements and Encroachments:

1. The location of all sanitary sewer structures will be accurately shown on plans submitted for approval. Permanent maintenance easements will be indicated such as to provide a width of five (5) feet clear distance on both sides of the nominal pipe diameter, for all sewers proposed which will become a part of the Metropolitan Sewer System and be maintained by the City of Atlanta.
2. Easements for off-site construction shall be recorded before construction commences on any project. On-site easements shall be recorded prior to approval of final plat.
3. No building will be allowed within five (5) feet of any existing or proposed sanitary sewer, unless special permission is obtained in writing prior to such construction.

P. House Connections:

1. House connections in new developments will be extended one joint (3 feet) beyond the property side of the sidewalks at a location selected to best serve each property. All house connection extensions will be properly sealed prior to burial.
2. Said house connections where provided shall be accurately located in the field by the owner's engineer who shall submit an acceptable plat as described in Article III Section D3 in two (2) copies indicating said location, along with an affidavit by the owner's engineer confirming such locations.
3. Prior to use of any house connection provided in the Atlanta Metropolitan Sewer System, all provisions of the Atlanta Plumbing Code shall be met.



METROPOLITAN SEWER SYSTEM

ANNEX (E)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/14, 1968.

For the purpose of this agreement the following facilities shall constitute the Metropolitan Sewer System until such time as it may be amended by the parties to the said agreement.

1.0 Intranchment Creek Watershed Area:

- 1.01 Intranchment Creek Water Pollution Control Plant. 20 M.G.D. secondary treatment plant located at 1510 Key Road, N. E. High rate trickling filter process. Originally built as 5 M.G.D. Imhoff tank and trickling filter plant in 1913 by City from 1910 Bond Funds. Modified to 14 M.G.D., separate sludge digestion by W.P.A. about 1938. Modified to 20 M.G.D. in 1962 cost participated in by City, DeKalb County and Federal Government.

Facility serves City of Atlanta, DeKalb County and City of Decatur.

- 1.02 Intranchment Creek Interceptor Sewer  
From: Moreland Avenue  
To: Water Pollution Control Plant
- 1.03 Welch Street Outfall  
From: Welch Street  
To: Intranchment Creek Trunk
- 1.04 Moreland Avenue Extensions Outfall  
From: North line of L. L. 145 - 15th District  
To: Intranchment Creek Interceptor Sewer

- 1.05 Stallings Street Outfall  
From: Stallings Street, S. E.  
To: Sugar Creek Trunk
- 1.06 Clifton Road Outfall  
From: Clifton Road, S. E.  
To: Sugar Creek Trunk
- 1.07 Kirkwood Oakhurst Outfall  
From: Second Avenue at south line  
L. L. 213 - 15th  
To: Sugar Creek Trunk
- 1.08 East Lake Outfall  
From: Arbor Avenue  
To: Sugar Creek Trunk
- 1.09 Beaver Creek Trunk Sewer  
From: City Limit  
To: Sugar Creek Trunk
- 1.10 Fayetteville Road & Bouldercrest Outfall  
From: Fayetteville Road  
To: Sugar Creek Trunk
- 1.11 Sugar Creek Trunk  
From: Memorial Drive  
To: Intrenchment Water Pollution  
Control Plant
- 2.0 Peachtree Creek Watershed Area:
- 2.01 R. M. Clayton Water Pollution Control Plant  
42 M.G.D. primary treatment plant located  
on the northeast corner of the intersection  
of Bolton Road with Marietta Boulevard.  
Existing facilities include: 4 digestors,  
4 clarifiers, centrifuge, administration  
building, laboratory and appurtenances.

- 2.09 Peachtree Creek Project #1  
From: Near Howell Mill Road  
To: Near Peachtree Creek
- 2.10 Peachtree Creek Interceptor  
From: Northside Drive  
To: 1480 West
- 2.11 Peachtree Creek Interceptor  
From: Near Peachtree Creek Disposal Plant  
To: Near Northside Drive
- 2.12 Peachtree Creek Interceptor  
From: 800' East of Howell Mill Road  
To: 600' West of Howell Mill Road
- 2.13 Decatur-Druid Hills Project  
From: East of S.A.L. Railroad  
To: Druid Hills Sanitary Trunk Near  
North Decatur Road
- 2.14 North Decatur Project  
From: Near North Decatur Road and  
Clairmont Road  
To: Peachtree Trunk
- 2.15 North Decatur Sanitary Trunk  
From: Near North Decatur and Clairmont  
Road  
To: End of 1938 work
- 2.16 Highland Sanitary Trunk  
From: Peachtree Trunk Sewer Near Piedmont  
To: Lenox Road
- 2.17 Highland Trunk Relief Sewer  
From: DeKalb County Line  
To: Near Piedmont Road

- 2.18 Highland Trunk Sewer  
From: Near Crane Road  
To: North Fork of Peachtree Trunk  
Sewer at Lenox Road
- 2.19 Eulalia Drive Outfall  
From: Eulalia Road  
To: Highland Trunk
- 2.20 Nancy Creek Project  
From: Near Powers Ferry Road  
To: Near Northside Drive
- 2.21 Nancy Creek Project  
From: Near Powers Ferry Road  
To: Near Northside Drive
- 2.22 Veterans Hospital Outfall  
From: Powers Ferry Road  
To: Club Drive
- 2.23 Nancy Creek Outfall  
From: DeKalb County Line  
To: Wieuca Road
- 2.24 Nancy Creek Relief Sewer  
From: Powers Ferry Road  
To: Near Northside Drive
- 2.25 Nancy Creek Outfall Sewer  
From: East Beechwood Road  
To: Clayton Plant
- 2.26 Nancy Creek Relief Sewer  
From: East Beechwood Drive  
To: Near Northside Drive
- 2.27 Jetridge Drive Outfall  
From: Jetridge Drive  
To: Jett Road

- 3.0 South River Watershed Area:
- 3.01 South River Water Pollution Control Plant  
18 M.G.D. secondary treatment plant located  
at 2640 Jonesboro Road, S. E., modified  
activated sludge. Built and financed by  
joint participation of Atlanta and Fulton  
County in 1936, with Federal participation  
under P.W.A. Subsequent modifications  
were done with joint participation.
- 3.02 South River Industrial Boulevard Ejector  
Station  
0.50 M.G.D. pneumatic ejector station.  
Discharges into the South River Water  
Pollution Control Plant, located on  
South River Industrial Boulevard, S.E.  
Facility was built 1960 by private  
development. Owned and operated by City  
of Atlanta, and serves small area of  
DeKalb County.
- 3.03 South River Industrial Boulevard Outfall  
From: Forrest Park Road  
To: Jonesboro Road Outfall
- 3.04 Jonesboro Road Outfall  
From: Hutchens Road  
To: Jonesboro Road at South River
- 3.05 Jonesboro Road Outfall  
From: Jonesboro Road  
To: Hutchens Road
- 3.06 Forrest Park Road Outfall  
From: Forrest Park Road  
To: Existing Jonesboro Road Outfall
- 3.07 Mountain Manor Outfall  
From: Mountain Manor Subdivisions  
To: Forrest Park Road

DEPARTMENT OF CLERK OF COUNCIL  
CITY HALL  
ATLANTA, GEORGIA

3

RESOLUTION

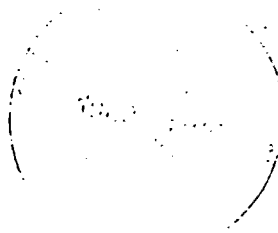
By City Utilities Committee

WHEREAS, the City of Atlanta and DeKalb County heretofore under the date of July 16, 1968 entered into a Metropolitan Sewer Agreement; and

WHEREAS, said agreement provides for the City of Atlanta to plan, finance, construct, operate and maintain water pollution control facilities which serve portions of DeKalb County; and

WHEREAS, the City and the County desire to amend said agreement to provide alternate methods of payment by the County for capital improvements, to establish procedures for determining the proportionate share of costs to be paid by the City and the County and to provide for compliance with State and Federal requirements;

THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute the First Amendment to Metropolitan Sewer Agreement with DeKalb County in principal conformity with the amendment attached hereto.



*Copy*  
*[Signature]*  
OF COUNCIL

ADOPTED by City Council Aug. 10, 1975  
APPROVED by the Mayor Aug. 20, 1975

STATE OF GEORGIA  
COUNTY OF FULTON

FIRST AMENDMENT TO  
METROPOLITAN SEWER AGREEMENT  
WITH  
DEKALB COUNTY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this the 20<sup>th</sup> day of January, 1977, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

W I T N E S S E T H T H A T:

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into a Metropolitan Sewer Agreement; and

WHEREAS, the Mayor and Council of the CITY OF ATLANTA, by Resolution adopted on the 18<sup>th</sup> day of August, 1975, and approved on the 20<sup>th</sup> day of August, 1975, have authorized the execution of this Amendment on behalf of the CITY OF ATLANTA.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking Paragraph 3, and by inserting in lieu thereof a new Paragraph 3, which shall read as follows:

"3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City an amount sufficient to cover the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3a or Paragraph 3b hereof and to pay to the City an amount sufficient to cover the County's share of the cost of all other capital improvements in accordance with Paragraph 3a or

Paragraph 3c hereof. The County further agrees to continue payments to the City as described under Paragraph 3a for the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex(A), Paragraph 1, until such time as the County may select the option of paying for said capital improvements in accordance with Paragraph 3b of this agreement. The County further agrees to notify the City at least 30 days prior to selection of the payment option under Paragraph 3b and to notify the City within 30 days following notification by the City of any other capital improvements to be made pursuant to this agreement, as to the method of payment to be used to pay the County's share of the cost of said improvement.

a. Equal monthly payments over a period of 30 years in an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). Equal monthly payments over a period of 30 years or over the remaining term of this agreement, whichever is shorter, an amount sufficient to retire the County's share of the cost of each borrowing made by the City pursuant to this agreement for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payments by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid. In determining the "cost of each borrowing", there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one-third (1 1/3) (representing the debt coverage required).

b. Lump sum payment in an amount sufficient to retire the County's share of the principal amount remaining due, at the time the County selects this payment method, of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A).



By striking Paragraph 4 of Annex (A), and by inserting in lieu thereof a new Paragraph 4 of Annex (A), which shall read as follows:

"4. Adjustment of Payments by County:

After Wiedeman and Singleton, Engineers shall have furnished the City with a certificate stating that construction of the Clayton Plant, as described in Paragraph 1 of Annex (A), has been completed, final payment of Federal or State grant monies due the City has been made, and the City has determined by an audit prepared by an independent Certified Public Accountant selected by the City the total construction costs of the Clayton Plant, an adjustment of the monthly payments to be made by the County in accordance with Paragraph 3a of this agreement or a reimbursement of a portion of the lump sum payment made in accordance with Paragraph 3b of this agreement shall be made, if needed, such that the amount paid by the County is the County's share of the total cost of said construction less any State or Federal grant monies received by the City."

5

By striking Paragraph 5 of Annex (A), and by inserting in lieu thereof a new Paragraph 5 of Annex (A), which shall read as follows:

"5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available. The County agrees to increase its capacity in increments of not less than 5 MGD at any one time and will purchase such available capacity if the County's flow exceeds its capacity by 2.5 MGD for a period of six (6) months. Said purchase shall be made within six (6) months after its need has been established in accordance with Paragraph 2 of Annex (B) and will be made in accordance with Paragraph 6 of Annex (A).

6

By striking Paragraph 6 of Annex (A), and by inserting in lieu thereof a new Paragraph 6 of Annex (A), which shall read as follows:

"6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, the payments due by the County shall be recalculated as though such increased capacity has originally been established under Paragraph 2 of Annex (A) at the commencement of this

agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis in accordance with Paragraph 3a of this agreement, shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7

By striking Paragraph 1 of Annex (B) and by inserting in lieu thereof a new Paragraph 1 of Annex (B), which shall read as follows:

"1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "Net Operating Costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total direct cost and all applicable indirect costs of operating the Plant, less all earnings from the sale of by-products, except as provided hereafter in Paragraph 6. Indirect costs shall be determined in accordance with the then current Federal Office of Management and Budget Circular A-87 or its replacement, a copy of which shall be transmitted annually to the County by the City. The portion of the net operating cost paid by the County shall be based on the ratio the County's flow bears to the total flow to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same."

8

By striking Paragraph 2 of Annex (B), and by inserting in lieu thereof a new Paragraph 2 of Annex (B), which shall read as follows:

"2. Metering Stations:

The sewage flows to be used in determining the County's portion of net operating costs and plant capacity requirements shall be determined by the combined use of flow metering stations and population estimates as set forth hereinafter. The County will, at its expense, construct metering facilities with automatic continuous recording devices of sufficient capacity to meter the range of flows in the year 2000 or the capacity of the existing sewer, whichever is larger, as set forth hereinafter. The metering facilities shall be operated, supervised, managed, maintained and repaired by the City with the full net operating costs of the metering stations being a cost to

the Metropolitan Sewer System. Replacement of the facilities will be a cost to the Metropolitan Sewer System. Construction of the meters shall be completed not later than one (1) calendar year after execution of this amendment and shall be as herein specified as to type and location with all plans and specifications for the installations being reviewed and approved by the Commissioner of Environment and Streets of the City of Atlanta. In the event meters are not completed, at the City's discretion, flow measurements may be made at some or all of the proposed locations specified for metering the sewer lines at the County's expense by an independent engineering firm which will be selected by the City and approved by the County. Dry weather flow shall be measured for a one-week period and the average flow which will determine the County's portion of the net operating cost shall be computed by multiplying the ratio of the measured dry weather flow to the appropriate plant flow for the same week by the average plant flow for the preceding six months. Measurements shall be made as deemed necessary by the City. Until metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 of the original contract, the County's share of the net operating costs for the Clayton Plant shall be based upon the ratio of the resident population within the County served by the Clayton Plant. Said resident population served shall be determined by the latest published Atlanta Regional Commission population projections. The County's flow in the Clayton, Intrenchment and South River Basins shall be determined by use of flow metering and/or population estimates as set forth below:

- a. Three metering stations shall be constructed in the basins tributary to the R. M. Clayton Water Pollution Control Plant at the locations specified and shall be of the type as specified in this Paragraph.
1. A meter shall be constructed on the Nancy Creek Sewer which flows from the County into Fulton County approximately parallel to Nancy Creek and in the vicinity of Evergreen Creek Road. The meter shall be located either inside or outside the County Line but shall be below the confluence with any other sewer, trunk or lateral, located in the County.
2. A meter shall be constructed on the sewer which flows from the County approximately parallel to the North Fork of Peachtree Creek in the vicinity of Converse Drive. The meter shall be located either inside or outside of the City Limits but shall be below the confluence with any other sewer, trunk or lateral, located in the County.

3. A meter shall be constructed on the sewer which flows from the County approximately parallel to the South Fork of Peachtree Creek in the vicinity of Briarcliff Road. The meter shall be located either inside or outside of the City Limits but shall be above the confluence of said trunk with the St. Louis Trunk but below the confluence of the North Decatur Outfall and the Druid Hills Trunk.

The flow from the areas served by metered sewers shall be divided by the tributary population to determine the flow per capita for the metered area. The per capita flows for the metered area shall then be multiplied by the total population of the County and Gwinnett County tributary to the Clayton Plant, and the flow thus calculated shall be used to determine the need for additional treatment plant capacity and shall, in combination with the total flow to the Clayton Plant, determine the County's portion of the net operating cost of the plant.

- b. The County's contribution to the net operating cost of the Intrenchment Creek Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the plant.
- c. The County's contribution to the net operating cost of South River Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the Plant."

8

By striking Paragraph 2.01 of Annex (E) and by inserting in lieu thereof a new Paragraph 2.01 of Annex (E) which shall read as follows:

"2.01 R. M. Clayton Water Pollution Control Plant, 120 MGD secondary treatment plant located at 2440 Bolton Road, NW. Existing facilities include screen and grit removal, 8 primary clarifiers, 8 digesters, 4 centrifuges and dewatering building, 2 sludge incinerators, administration and laboratory building, 10 aeration tanks, 7 gas engine-blower sets and blower building, 9 final settling tanks, chlorination facilities and appurtenances.

Except as amended herein, the agreement of July 18, 1968 is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 20<sup>th</sup> day of January, 1977.

CITY OF ATLANTA

DEKALB COUNTY

By: [Signature] (Seal) [Seal]  
MAYOR

By: [Signature] (Seal)  
CHAIRMAN, BOARD OF COMMISSIONERS  
[Signature]  
CLERK, DEKALB COUNTY  
BOARD OF COMMISSIONERS

APPROVED:

[Signature]  
Commissioner of Environment & Streets

APPROVED AS TO INTENT:

[Signature]  
Director, DeKalb County  
Water & Sewer Department

APPROVED AS TO FORM:

[Signature]  
Associate City Attorney  
Asst.

APPROVED AS TO FORM:

[Signature]  
DeKalb County Attorney

STATE OF GEORGIA

COUNTY OF FULTON

SECOND AMENDMENT  
TO  
METROPOLITAN SEWER AGREEMENT  
WITH  
DEKALB COUNTY

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this the 3rd day of August, 1987, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as the "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

WITNESSETH THAT

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into the METROPOLITAN SEWER AGREEMENT, heretofore amended; and

WHEREAS, the Council and the Mayor of the City, by Resolution adopted on the 1st day of June, 1987, and approved on the 9th day of June, 1987, have authorized the execution of this second amendment on behalf of the City.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking the words and numerals "one and one-third (1-1/3)" in the fifth line of the last sentence of subparagraph 3a. and inserting in lieu thereof the words and numerals "one and one-fourth (1-1/4)" so that such sentence shall read as follows:

"In determining the 'cost of each borrowing', there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one fourth (1-1/4) (representing the debt coverage required)."

2

By striking Paragraph 2 of Annex (A) in its entirety and inserting a new Paragraph 2 in lieu thereof which shall read as follows:

"County's Right to Use: The County shall have the right to use 50 M.G.D. of the M.G.D. capacity of the Clayton Plant."

45

3

By deleting the first subparagraph of Paragraph 3 of annex (A) in its entirety and inserting in lieu thereof a subparagraph which shall read as follows:

"In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2 of Annex (A), the County agrees to pay to the City a sum equal to 41.67% (50 M.G.D. divided by 120 M.G.D.) of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3 of this Agreement. Should the total capacity of the Plant be reduced in the future for any reason, the County agrees to pay the City in accordance with the new percentage of the total plant capacity that 50 M.G.D. would represent."

4

Except as amended herein, the Agreement of July 16, 1968, previously amended January 20, 1977, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 31<sup>st</sup> day of August, 1987.

CITY OF ATLANTA

DEKALB COUNTY

BY: [Signature]  
MAYOR

BY: [Signature]  
CHIEF EXECUTIVE OFFICER

RECOMMENDED BY:

ATTESTED BY:

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

[Signature]  
EX-OFFICIO CLERK TO THE CHIEF EXECUTIVE OFFICER AND BOARD OF COMMISSIONERS

APPROVED AS TO INTENT:

APPROVED AS TO INTENT:

[Signature]  
COMMISSIONER OF WATER AND POLLUTION CONTROL

[Signature]  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

[Signature]  
COUNTY ATTORNEY



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: DEKALB COUNTY**

**Service: *Wastewater Collection and Treatment***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.



**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Funds
City of Atlanta	Enterprise Funds

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
M. Clayton Treatment Plant	DeKalb County with Atlanta	7/16/68-7/15/2018
DeKalb County Sewer		
Service Agreement		

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?

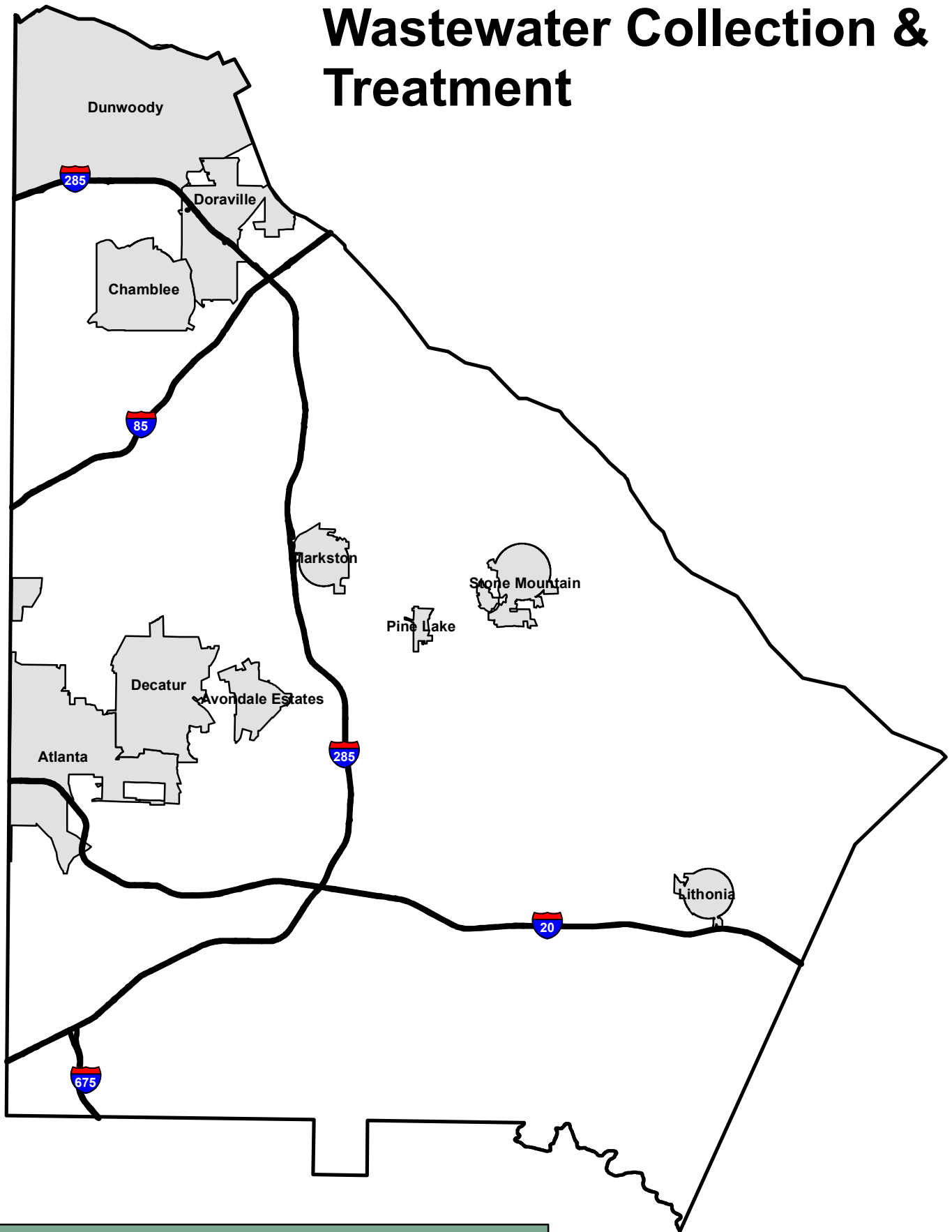
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

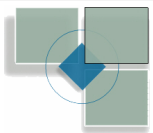
# Wastewater Collection & Treatment



Department of Planning & Development- Long Range Planning Section

## Wastewater Collection & Treatment

☐ Service Provided by DeKalb County



0 2 4 Miles

Created: 11/18/10  
Source: DeKalb County Planning & Development Dept/GIS Dept  
/Atlanta Regional Commission

Mr.  
John Heath

DEKALB COUNTY  
Sewer Service Agreement

THIS AGREEMENT, entered into between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and DeKalb County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

W I T N E S S E T H

WHEREAS, the City owns, operates, supervises and manages a system of sewerage lines and water pollution control plants commonly designated as the "Metropolitan Sewer System":  
and

WHEREAS, it is the intent and purpose of the City and the County, and of this agreement that the City and County shall contribute financially to the operation, supervision, management, maintenance, repair, replacement and expansion of said Metropolitan Sewer System; and

WHEREAS, the City will construct improvements to the R.M. Clayton Plant (a part of the Metropolitan Sewer System) hereinafter referred to as the Clayton Plant for the joint use of several entities of which the County is one and in accordance with plans and specifications to be prepared by Wiedeman and Singleton, Engineers as approved by the City, copy of which shall be filed with the County for review; and

WHEREAS, the City will finance the said construction and the County will reimburse the City for the benefit to be conferred on the County; and

WHEREAS, said benefit to be conferred on the County will be determined by the amount of the capacity of the Clayton Plant expressed in millions of gallons of sewage flow per day (M.G.D.) reserved herein for the use of the County; and

WHEREAS, due to the extended period of construction and the impossibility of accurately establishing final costs at the time of the execution of this contract, it is necessary for the parties to make payments based on financing needs until final construction costs can be established; and

WHEREAS, the capital improvements to the Metropolitan Sewer System will be for the mutual benefit of those whom it serves and it is equitable that each pay its fair share of the costs of the further development and operation of said system, based upon its use of the same, and to that end the County has agreed to make the payments hereinafter provided for; and

WHEREAS, the County may in the future require capacity in the Clayton Plant in excess of that reserved herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereinafter and for other good and valuable consideration, the parties do agree as follows:

1. Definitions

The following terms as used herein shall have the following meanings:

Metropolitan Sewer System:

The Metropolitan Sewer System, as the term is used in this agreement, is the system of sewers and associated treatment facilities described in Annex (E) attached hereto and made a part hereof by reference. Said Annex (E) may be amended from time to time by the parties hereto as additions or modifications to the said system are constructed under the provisions of Paragraph 12 of this agreement or as deletions are made by agreement of the parties.

City:

All land enclosed within the boundaries of the City of Atlanta as now or hereafter established by law, or any other political subdivision to which the properties and powers of the City of Atlanta may be transferred in the future.

County:

All land enclosed within the boundaries of DeKalb County as now or hereafter established by law or any other political subdivision to which

the properties and powers of DeKalb County may be transferred in the future except that part of DeKalb County which also may at that time be within the boundaries of the City.'

borrowings:

Those evidences of debt issued by the City in order to finance in whole or in part the construction of facilities contemplated by this agreement.

Director of Public Works:

The Director of the Public Works of the City or whoever shall in the future perform those functions relative to this agreement which are now performed by said Director of Public Works.

capital improvements:

Those additions, replacements or improvements to the Metropolitan Sewer System which under generally accepted accounting principles or practices are considered capital in nature.

Atlanta Region Metropolitan Planning Commission:

That organization authorized by the General Assembly of Georgia (1960 Georgia Laws page 3102) and established for the purpose of providing comprehensive planning and planning assistance to the several governments designated as members of which the parties hereto are included.

2. City's Responsibility to Finance and Construct:

The City agrees to assume the responsibility for the financing and construction of capital improvements to the Clayton Plant as provided for in Annex (A), attached hereto and made a part hereof, by reference, and other capital improvements to the Metropolitan Sewer System (except sewers used solely by the County) contemplated by this agreement.

3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City in equal monthly payments over a period of 30 years an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement. For presently planned capital improvements to the Clayton Plant, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). The County agrees to pay to the City in equal monthly payments over a period of 20 years or over the then remaining term of this agreement, whichever is shorter, for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payment by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid.



4. Responsibility of Parties for Maintenance,  
Repair and Replacement:

The City agrees to assume the responsibility for the operation, supervision, management, maintenance, repair, replacement and expansion of all portions of the Metropolitan Sewer System except those portions which serve only the County, and those portions which serve only the County and others which the County allows to connect to said system under the provisions of Paragraph 6 hereof. The County shall have the responsibility for the maintenance, repair and replacement of such lines.

The net operating costs as defined in Annex (B) related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the City, shall be allocated between the parties served thereby on the basis of beneficial use as determined by the sewage flow carried by any particular line or facility.

The costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the County shall be borne by the County. Similarly, the costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which carry no sewage generated by the County shall be borne by the City.

5. Other Rights and Responsibilities of the County:

A. The County agrees as follows:

1. To assume responsibility, at its expense, for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of all sewers used solely by the County.
2. To provide, at its expense, only those metering facilities required by Annex (B), attached hereto and made a part hereof by reference.
3. To assume the responsibility for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of sewers serving Gwinnett County which the County permits to be connected to sewers using the facilities of the Metropolitan Sewer System under this agreement.

B. The County shall have the right to make or to permit connections to said Metropolitan Sewer System, subject to the provisions of this agreement. However, in no event shall the aggregate maximum flow contribution from all such connections exceed two and six tenths (2.6) million gallons per day of sewage discharging into the Intrinishment Creek Water Pollution Control Plant and twenty thousand (20,000) gallons per day of sewage discharging into the South River Water Pollution Control Plant. The aggregate maximum flow contribution from all such connections to the Clayton Plant shall be established as provided in this agreement.

6. County's Right to Make Charges for Sewer Connections:

The County shall have the right to make such charges for connections it makes or permits to be made to the Metropolitan Sewer System under the provisions in Paragraph 5 above and shall retain for its own use all sums so derived. This right shall include the right to deal with municipalities of the County and Gwinnett County under such terms as may be agreed upon between the County and such municipalities for participation in the use of the Metropolitan Sewer System.

7. Standards of Acceptability:

The County's right to make or permit sewer connections to the Metropolitan Sewer System within the limits set forth herein shall be conditioned upon compliance with the Standards of Acceptability as set forth in Annex (C) attached hereto and made a part hereof by reference, and the Amendments thereto made by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

8. Regulations for Sewer Construction:

All sewers which may be laid in the future and which will connect to the Metropolitan Sewer System will be laid in accordance with the design criteria set forth in ARTICLE IV - A through F of Rules and Regulations of the Department of Public Works, Water Pollution Control Division of the City as set forth

in Annex (D) attached hereto and made a part hereof by reference, as amended by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

9. City to Furnish Assistance:

The City agrees to furnish the County the use of its maps, general plans and specifications and such engineering assistance as may be mutually agreed upon by the City and County.

10. County Prohibited from Taxing City Residents:

The County agrees that all funds used by the County for the payment of participating costs of capital improvements, operation, supervision, management, maintenance, repair, replacement and expansion of the Metropolitan Sewer System incurred pursuant to this agreement shall be derived from sources other than taxes levied on objects of taxation located within the City.

11. County's Rights Conditioned on their Performance:

The right of the County to the continued use of the Metropolitan Sewer System facilities is conditioned upon the performance by the County of all its obligations under this agreement.

12. Future Capital Improvements:

The parties agree that additional capital improvements to the Metropolitan Sewer System (other than the capital improvements to the Clayton Plant presently contemplated to be made under this agreement) shall be made from time to time upon a

determination by the Director of Public Works of the City that excessive flows or loads are impairing the efficient operation of the Metropolitan Sewer System or that improved processes are available and that the addition of said processes available are necessary or desirable to the efficient operation of the system, or such improvements become necessary to comply with increased requirements imposed by agencies of the State of Georgia or by agencies of the Federal Government. In any such event, the parties herein agree to share the cost of such capital improvements as follows:

1. In the case of modifications or additions to Water Pollution Control Plants, the average projected daily sewage flow to the individual facility, for a period of the next 20 years, shall be the basis for cost distribution.
2. In the case of modifications or additions of pumping stations, chlorine stations and other similar appurtenances, the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 10 years, shall be the basis for cost distribution.
3. In the case of modifications or additions to sewers or elements of the sewer system not previously specifically provided for,

the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 25 years, shall be the basis for cost distribution.

Population or average daily sewage flow projections required for such determinations shall be those provided by the Atlanta Region Metropolitan Planning Commission or other mutually acceptable agency and such projection shall be binding upon each party. In so far as possible average daily sewage flow projections shall be based on data recorded by the meters installed to measure sewage flows. The choice between population projections or average daily sewage flow projections shall rest with the County.

13. Severability:

It is understood and agreed by and between the County and the City that if any condition or provision contained in this contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either the City or the County in its respective rights and obligations contained in the remaining valid conditions or provisions of this agreement.

14. Waiver:

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

15. Term of Agreement:

This agreement shall be in effect on the date of execution as shown below and shall continue in effect for fifty (50) years.

16. Number of Copies Executed:

It is agreed between the City and the County that the contract shall be executed in an original and three (3) copies, any one of which may be used for any purpose for which the original may be used.

IN WITNESS WHEREOF, the duly authorized officials of the City of Atlanta and the County of DeKalb have respectively caused the name of the City of Atlanta and the name of the County of DeKalb and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 7/16/08 day of \_\_\_\_\_, 19\_\_.

CITY OF ATLANTA

*Hubert J. [Signature]* (Seal)  
Mayor

APPROVED:

*Ray C. [Signature]*  
Director of Public Works  
City of Atlanta

APPROVED AS TO FORM:

*Associate* *Charles M. [Signature]*  
City Attorney

DEKALB COUNTY

*[Signature]* (Seal)  
Board of Commissioners  
of Roads & Revenue

ATTEST: -

*[Signature]*  
Clerk, Board of Commissioners  
of Roads & Revenue

APPROVED AS TO FORM:

*[Signature]*  
County Attorney



CAPITAL IMPROVEMENTS  
R.M. CLAYTON WATER POLLUTION CONTROL PLANT

ANNEX (A)

to the Metropolitan Sewer Agreement between the  
City of Atlanta and DeKalb County dated 7/16, 1968.

1. City's Obligation to Finance and Construct:

The City agrees to finance and construct  
such capital improvements to the R.M. Clayton  
Water Pollution Control Plant, hereinafter  
referred to as "the Clayton Plant," as  
shall be necessary to provide primary and  
secondary sewage treatment to 120 million  
gallons of sewage per day, hereinafter  
referred to as M.G.D., according to the  
plans and specifications to be prepared  
by Wiedeman and Singleton, Engineers and  
approved by the City, a copy of which shall  
be filed with the County for review. The  
planning and designing of said system shall  
be the responsibility of Wiedeman and  
Singleton, Engineers.

2. County's Right to Use:

The County shall have the right to use  
25 M.G.D. (20.8%) of the M.G.D. capacity  
of the Clayton Plant.

3. County's Obligation to Pay:

In consideration of the County's right to  
use the Clayton Plant as specified in  
Paragraph 2. above, the County agrees  
to pay to the City a sum equal to 20.8 %  
of the costs of each borrowing to finance

RMC

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construction of the Clayton Plant as hereinafter defined plus .33 of the sum so determined; such .33 represents a contribution for costs incurred by the City for now existing facilities located in the Clayton Drainage Basin which will become a part of the new facility. By paying said .33, the County shall not ever again be required by the City to make any contribution for now existing facilities located in the Clayton Drainage Basin. Said facilities include the existing Clayton Plant, the site on which it is located and all trunk sewers located in the Clayton Drainage Basin only.

In determining the "costs of borrowing" there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received.

For the purpose of this contract, construction of the Clayton Plant and related facilities, shall include, without limitation, the purchase price of any lands for the expanded facility, easements, rights-of-way, and expenses incident to the acquisition thereof,

construction of access roads on the Clayton Plant property, the installation of drainage facilities, grading, filling and turbing, construction of digestors, clarifiers, aeration and final settling tanks, chlorine contact chamber, tunnels, dikes, construction and equipping of buildings and the usual and convenient facilities incident thereto, so as to acquire an adequate, modern and efficient Water Pollution Control Plant, and in addition shall include:

- a. The cost of indemnity and fidelity bonds either to secure deposits in the appropriate funds or to insure the faithful completion of any construction contract.
- b. Any taxes or any charges lawfully levied or assessed against the undertaking.
- c. Fees and expenses of engineers for engineering studies, surveys and estimates, the preparation of plans and the supervision of construction.
- d. Payments made for labor, contractors, builders and materialmen in connection with the construction and payment for machinery and equipment and for restoration of property damaged or destroyed in connection with such construction, and the repayment of any loans or advances made to or on behalf of the City, to accomplish any of the foregoing.

e. Legal expenses and fees, costs of audits and of preparing, issuing and marketing the bonds.

f. All interest or discount incurred in connection with any borrowing (after proper allocation of any premiums received) and any other items of expense which are incident to the undertaking.

4. County to Make Equal Payments:

The County agrees to repay its portion of each borrowing as determined pursuant to the provisions of Paragraph 3 above in 360 equal monthly payments commencing on the first day of the month following the incurring of the indebtedness.

After Wiedeman and Singleton, Engineers, shall have furnished the City with a certificate stating that construction of the Clayton Plant has been completed and the City has determined by an audit prepared by an independent Certified Public Accountant the total construction costs of the Clayton Plant an adjusting payment, if needed, shall be made so that the actual amount paid by the County shall be in accordance with the provisions of Paragraph 3 above.

5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available and the County agrees to increase its capacity in increments of not less than 5 M.G.D. at any one time and agrees to pay for said increase as provided for hereinafter.

6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, and provided no basic change has occurred at that time in the capacity or nature of the Clayton Plant, the payments due by the County shall be recalculated as though such increased capacity had originally been established under Paragraph 2 at the commencement of this agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7. Excessive Use Payments:

In the event the City determines that no additional capacity can be allocated to the County, the County shall pay to the City for the County's excess of flow to the Clayton Plant \$1,250 per M.G.D. per month for each month the County exceeds its authorized allocated capacity. Said excess shall be determined by subtracting the allocated capacity from an average of the flows of sewage for the current month and the two immediately preceding months. As a condition precedent to this temporary extension of capacity to the County, the County must be making a bonafide effort to comply with Paragraph 8 herein.

8. County to Construct Own Relief Facilities:

In the event the City determines that future connections in the County will generate a sewage flow in excess of the capacity of the Clayton Plant reserved to the County herein or create other conditions that will endanger or impair the efficient operation of the Clayton Plant, the County agrees to immediately begin and pursue diligently a construction program to eliminate any such condition or to divert such excess flow from the Clayton Plant to another sewage treatment facility capable of properly handling the same.

ALLOCATION OF OPERATING COSTS

ANNEX (B)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/16, 1968. This Annex will establish and provide the basis of operation, supervision, management, maintenance, repair and replacement cost determination and billing therefor, of the Metropolitan Sewer System.

1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "net operating costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total cost of all operation, supervision, management, maintenance, repair and replacement expenses less all earnings from the sale of by-products, except as provided hereinafter in Paragraph 6. The portion of the net operating cost paid by the County shall be based on the ratio the County's flows bear to the total flows tributary to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the County will from time to time, at its expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Director of Public Works of the City and acquired by the County at its expense, for the purpose of providing dependable recorded measurements of flows of sewage discharging from the County into the Metropolitan Sewer System. Said facilities shall be

operated, supervised, aged maintained, repaired and replaced by the City as a cost to the Metropolitan Sewer System. Until said metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 herein, the County's share of net operating costs shall be based upon the ratio that the resident population within the County served by the Metropolitan Sewer System bears to the resident population within the City served by the Metropolitan Sewer System; said resident population served shall be determined by the Atlanta Region Metropolitan Planning Commission.

3. Initial Year of Metering:

During the first full year of operation of the metering facilities herein referred to, monthly statements shall be rendered one month after measurement periods (i.e., cost allocation for February made on the basis of January flow ratios at facility concerned). Costs of major item purchases which exceed \$1,000 during the initial year of metering will be allocated between the parties on the basis of three-month average daily flows; thereafter, they shall be allocated on the monthly average daily flow basis. The County shall be notified when the purchase of major items are contemplated.

4. Failure of Meters:

In the event of a meter failure which prevents the development of continuous flow data for any month for billing purposes, that month will be billed on the basis of the average of the three preceding monthly flows.

5. 1968 Distribution of Operating Costs:

It is agreed that the County during the calendar year 1968 shall pay to the City as above described the sum of \$142,500 as provided in an agreement between the parties dated April 13, 1964.

STANDARDS OF ACCEPTABILITY  
FOR SEWAGE DISCHARGED INTO THE  
METROPOLITAN SEWER SYSTEM

ANNEX (C)

to the Metropolitan Sewer Agreement between the City of  
Atlanta and DeKalb County dated 7/16, 1968.

1. Definitions:

Unless the context specifically indicates otherwise,  
the meaning of terms used in these regulations shall  
be as follows:

"Sewage Works" shall mean all facilities for collecting,  
pumping, treating, and disposing of sewage.

"Chief of Construction" shall mean the Director  
of Public Works of the City of Atlanta or his duly  
authorized deputy, agent, or representative.

"Sewage" shall mean a combination of the water-  
carried wastes from residences, business buildings,  
institutions, and industrial establishments, together  
with such ground, surface, and storm waters as may  
be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying  
sewage.

"Public Sewer" shall mean a sewer in which all  
owners of abutting properties have equal rights,  
and is controlled by public authority.

"Combined Sewer" shall mean a sewer receiving  
both surface runoff and sewage.

"Sanitary Sewer" shall mean a sewer which carries  
sewage and to which storm, surface, and ground waters  
are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer  
which carries storm and surface waters and drainage,  
but excludes sewage and polluted industrial wastes.



"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treating sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B. O. D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in parts per million by weight.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

"City" shall mean the City of Atlanta, Georgia.

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substance that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.
3. Any gasoline, benzene, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid, or gas.
4. Any water or wastes that contain more than ten (10) parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
7. Any waters or wastes containing toxic or poisonous substance in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Director of Public Works in the event of a cumulative overload on a particular drainage basin or sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1. Cadmium	5.0
2. Chromium	3.0
3. Copper	3.0
4. Cyanide	0.0
5. Nickel	0.1
6. Silver	5.0
7. Tin	5.0
8. Zinc	3.0
9. Phenol	0.5

8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.
  9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.
  10. Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.
  11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.
- B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24-hour composite basis, or for any sample period having a five-day BOD in excess of 5 times the average

influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works the owner shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than 5 times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the city; shall be subject to review and approval of the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment or equalizing units may be required to bring constituents or volume of flow within the limits previously prescribed or to an otherwise acceptable level, and to hold or equalize flows such that no peak flow conditions may hamper operation of any unit of

the sewer system. Said equalization or holding unit shall have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

F. When required by the Director of Public Works, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer on his property to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Director of Public Works. The manhole shall be installed by the owner at his own expense, and shall be maintained by him so as to be safe and accessible at all times. The manhole must be located on the industrial waste service connection with all sanitary wastes excluded.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Annex shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole provided for in this Annex, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Director of Public Works of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose.

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Water Pollution Control Plant serving that area, of the nature of the spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains or street catch-basins shall be emptied by the County into the Metropolitan Sewer System, and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.

3. Overloading, Endangering or Impairing Efficient Operations:

It is understood that whenever any industrial or commercial plant is permitted by the County, under this agreement, to discharge waste into any sanitary sewer, the County will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow the County, either for itself or for the use and benefit of any person or entity to construct and connect with any trunk sewer or Water Pollution Control Plant of the Metropolitan Sewer System, any sewer or sewers which in the sole determination of the Director of Public Works of the City or his successor in office, will overload, endanger or impair the efficient operation of the trunk sewers or any of the Water Pollution Control Plants of the Metropolitan Sewer System.



SANITARY SEWERS DESIGN CRITERIA

ANNEX (D)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

ARTICLE IV. SANITARY SEWERS DESIGN CRITERIA:

A. Introduction: The requirements herein have been prepared with an attempt to give full consideration to general conditions in Atlanta. The requirements have the support of a considerable volume of experience, observations, and case histories. They are established, however, not with the intent or rigid application in all details, but rather to set forth the considered view of City government and represent the criteria upon which approval of designs will be considered and given. Any design that includes materials other than those recommended, grades less than the listed minimum, and like variances from accepted practice must be supported by appropriate engineering study.

B. Sewage Treatment: All new sewer installations and extensions to existing systems shall require provisions for approved sewage treatment before approval can be given. Extensions to the Atlanta Sewer System satisfy this requirement. Other provisions for treatment must be indicated.

C. Design Period: In general, sewer systems should be designed for the estimated future tributary population up to fifty years hence, except in considering parts of the system that can be increased in capacity quite readily when the need arises. Special consideration should be given to the anticipated ultimate development of institutions.

D. General: Materials should be selected to give the best service under the conditions of the design. The material selected should be adapted to local conditions, special consideration being given to the character of industrial wastes, possibilities of septicity, exceptionally heavy loads, abrasion, the necessity of reducing the number of joints, soft foundations and similar problems. Materials are limited to use of those types provided for in attached "Sewer Specifications for Work by Private Contractors and Developers."

E. Location: It is generally expected that sewers shall be located so as to be remote from public water supply wells, other water supply sources and structures.

1. Water pipe and sanitary sewer lines will not be laid in the same trench.

A lateral separation of at least 10 feet, and in case of crossings, a vertical separation of not less than 18 inches should be maintained. In the event this is impossible, special provisions should be made.

F. Interconnections: No permanent physical connection between a public or private potable water supply system and a sewer, sewage treatment plant or appurtenances thereto which might conceivably permit the passage of any sewage or polluted water into the potable water supply will be permitted.

G. Separate Plan: In general, it is the policy of the City of Atlanta to approve plans for new sewer systems and extensions only when designed upon the separate plan. The plans should be designed for a separate sanitary sewerage system in which rain water from roofs, streets, and ground or surface water from other sources are excluded.

H. Miscellaneous Wastes: (Refer to "Standards of Acceptability of Industrial or Trade Wastes for Admission into Sewers of the City of Atlanta, Georgia," January, 1964, Code Section 51.21).

I. Sanitary Sewer Sizes, Slopes, Depths, and Velocity of Flow:

1. Size: The minimum allowable size for any sanitary sewer governed by these regulations other than house sewer connections shall be eight inches in diameter.
2. Slopes: All sewers should be designed and constructed with hydraulic slopes sufficient to give mean velocities, when flowing full or half full, of not less than 2.5 feet per second, based on Kutter's or Manning's Formula. Sewer velocities should be determined using a value of "n" of 0.013 but for sewers of cast iron an  $n=0.010$  is allowed, and an  $n=0.21$  when designing corrugated metal pipe under special authorization.
3. Increasing Size: At manholes where the sewer is increased in size or at points where a smaller sewer connects into a larger sewer, the invert of the larger sewer should be at such lower elevation to maintain the same energy gradient. To approximate this, it is required that the 0.8 depth point of both sewers be placed at the same elevation.

greater than 400 feet for sewers of 15 inches diameter or less, and 500 feet for sewers 18 inches to 30 inches. Greater spacing may be permitted in larger sewers and those carrying treated effluents with approval of the Engineer.

2. Drop Manholes: Inside drop manholes are permitted for drops of up to 15' for 8" through 12" diameter pipe where special filleted inverts with reinforced concrete bottom are provided. (See applicable Standard Sec.).

Standard Manhole Sections will be used in cases where the elevation difference between the manhole invert and the incoming sewer invert is less than 36 inches, the invert will be filleted to create a channel which will prevent solids depositing in the manhole.

3. Manhole Diameter: (See applicable Standard Section)
4. Materials and Watertightness: Manholes will be constructed of hard burned brick and will be waterproofed on the exterior with plaster coatings, supplemented by a bituminous coating where ground water conditions are unfavorable. Special manhole covers are required to prevent flooding, when ordered by the Engineer. Manholes will have cast iron rings and covers of standard design. Cast iron or aluminum steps are required.

5. Flow Channel: The manhole floor shall have a flow channel made to conform in shape and carrying capacity to that of the sewers, as indicated on the applicable standard section.

6. Manhole Top Elevation: Top elevation will conform to street grade and slope. Developer is responsible for any final adjustment.

L. Inverted Siphons:

1. Inverted siphons will have at least two barrels with minimum pipe size of 6 inches. Necessary flushing and maintenance appurtenances will be provided. The manholes will have adequate clearances for rodding and the inlet and outlet details must be arranged so that normal flow is diverted to one barrel and so that either barrel may be taken out of service for cleaning. In general, sufficient head should be provided and pipe sizes selected to secure velocities of at least 3.0 feet per second at average flows. Siphons will be avoided in all but the most serious cases.

M. Force Mains:

1. Force mains are normally cast iron pipe with mechanical or other approved joints. Under certain conditions other materials such as concrete may be used. Minimum velocity in the force main will be 3.0 feet per second.

N. Sanitary Sewer Depth:

1. Sanitary sewers shall be located with a minimum of three (3) feet of cover in areas not subject to vehicular traffic and a minimum of six (6) feet cover under areas designated for vehicular traffic. Specific exceptions to this provision may be made where special material or bedding is provided.
2. Soil compaction tests as required in sewer specifications will prevail.

O. Sanitary Sewer Easements and Encroachments:

1. The location of all sanitary sewer structures will be accurately shown on plans submitted for approval. Permanent maintenance easements will be indicated such as to provide a width of five (5) feet clear distance on both sides of the nominal pipe diameter, for all sewers proposed which will become a part of the Metropolitan Sewer System and be maintained by the City of Atlanta.
2. Easements for off-site construction shall be recorded before construction commences on any project. On-site easements shall be recorded prior to approval of final plat.
3. No building will be allowed within five (5) feet of any existing or proposed sanitary sewer, unless special permission is obtained in writing prior to such construction.

P. House Connections:

1. House connections in new developments will be extended one joint (3 feet) beyond the property side of the sidewalks at a location selected to best serve each property. All house connection extensions will be properly sealed prior to burial.
2. Said house connections where provided shall be accurately located in the field by the owner's engineer who shall submit an acceptable plat as described in Article III Section D3 in two (2) copies indicating said location, along with an affidavit by the owner's engineer confirming such locations.
3. Prior to use of any house connection provided in the Atlanta Metropolitan Sewer System, all provisions of the Atlanta Plumbing Code shall be met.

METROPOLITAN SEWER SYSTEM

ANNEX (E)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/14, 1968.

For the purpose of this agreement the following facilities shall constitute the Metropolitan Sewer System until such time as it may be amended by the parties to the said agreement.

1.0 Intrenchment Creek Watershed Area:

1.01 Intrenchment Creek Water Pollution Control Plant. 20 M.G.D. secondary treatment plant located at 1510 Key Road, N. E. High rate trickling filter process. Originally built as 5 M.G.D. Imhoff tank and trickling filter plant in 1913 by City from 1910 Bond Funds. Modified to 14 M.G.D., separate sludge digestion by W.P.A. about 1938. Modified to 20 M.G.D. in 1962 cost participated in by City, DeKalb County and Federal Government.

Facility serves City of Atlanta, DeKalb County and City of Decatur.

1.02 Intrenchment Creek Interceptor Sewer

From: Moreland Avenue  
To: Water Pollution Control Plant

1.03 Welch Street Outfall

From: Welch Street  
To: Intrenchment Creek Trunk

1.04 Moreland Avenue Extensions Outfall

From: North line of L. L. 145 - 15th District  
To: Intrenchment Creek Interceptor Sewer



- 1.05 Stallings Street Outfall  
From: Stallings Street, S. E.  
To: Sugar Creek Trunk
- 1.06 Clifton Road Outfall  
From: Clifton Road, S. E.  
To: Sugar Creek Trunk
- 1.07 Kirkwood Oakhurst Outfall  
From: Second Avenue at south line  
L. L. 213 - 15th  
To: Sugar Creek Trunk
- 1.08 East Lake Outfall  
From: Arbor Avenue  
To: Sugar Creek Trunk
- 1.09 Beaver Creek Trunk Sewer  
From: City Limit  
To: Sugar Creek Trunk
- 1.10 Fayetteville Road & Bouldercrest Outfall  
From: Fayetteville Road  
To: Sugar Creek Trunk
- 1.11 Sugar Creek Trunk  
From: Memorial Drive  
To: Intrenchment Water Pollution  
Control Plant
- 2.0 Peachtree Creek Watershed Area:
- 2.01 R. M. Clayton Water Pollution Control Plant  
42 M.G.D. primary treatment plant located  
on the northeast corner of the intersection  
of Bolton Road with Marietta Boulevard.  
Existing facilities include: 4 digestors,  
4 clarifiers, centrifuge, administration  
building, laboratory and appurtenances.

- 2.09 Peachtree Creek Project #1  
From: Near Howell Mill Road  
To: Near Peachtree Creek
- 2.10 Peachtree Creek Interceptor  
From: Northside Drive  
To: 1480 West
- 2.11 Peachtree Creek Interceptor  
From: Near Peachtree Creek Disposal Plant  
To: Near Northside Drive
- 2.12 Peachtree Creek Interceptor  
From: 800' East of Howell Mill Road  
To: 600' West of Howell Mill Road
- 2.13 Decatur-Druid Hills Project  
From: East of S.A.S. Railroad  
To: Druid Hills Sanitary Trunk Near  
North Decatur Road
- 2.14 North Decatur Project  
From: Near North Decatur Road and  
Clairmont Road  
To: Peachtree Trunk
- 2.15 North Decatur Sanitary Trunk  
From: Near North Decatur and Clairmont  
Road  
To: End of 1938 work
- 2.16 Highland Sanitary Trunk  
From: Peachtree Trunk Sewer Near Piedmont  
To: Lenox Road
- 2.17 Highland Trunk Relief Sewer  
From: DeKalb County Line  
To: Near Piedmont Road

- 2.18 Highland Trunk Sewer  
From: Near Crane Road  
To: North Fork of Peachtree Trunk  
Sewer at Lenox Road
- 2.19 Eulalia Drive Outfall  
From: Eulalia Road  
To: Highland Trunk
- 2.20 Nancy Creek Project  
From: Near Powers Ferry Road  
To: Near Northside Drive
- 2.21 Nancy Creek Project  
From: Near Powers Ferry Road  
To: Near Northside Drive
- 2.22 Veterans Hospital Outfall  
From: Powers Ferry Road  
To: Club Drive
- 2.23 Nancy Creek Outfall  
From: DeKalb County Line  
To: Wieuca Road
- 2.24 Nancy Creek Relief Sewer  
From: Powers Ferry Road  
To: Near Northside Drive
- 2.25 Nancy Creek Outfall Sewer  
From: East Beechwood Road  
To: Clayton Plant
- 2.26 Nancy Creek Relief Sewer  
From: East Beechwood Drive  
To: Near Northside Drive
- 2.27 Jetridge Drive Outfall  
From: Jetridge Drive  
To: Jett Road

- 3.0 South River Watershed Area:
- 3.01 South River Water Pollution Control Plant  
18 M.G.D. secondary treatment plant located  
at 2640 Jonesboro Road, S. E., modified  
activated sludge. Built and financed by  
joint participation of Atlanta and Fulton  
County in 1936, with Federal participation  
under P.W.A. Subsequent modifications  
were done with joint participation.
- 3.02 South River Industrial Boulevard Ejector  
Station  
0.50 M.G.D. pneumatic ejector station.  
Discharges into the South River Water  
Pollution Control Plant, located on  
South River Industrial Boulevard, S.E.  
Facility was built 1960 by private  
development. Owned and operated by City  
of Atlanta, and serves small area of  
DeKalb County.
- 3.03 South River Industrial Boulevard Outfall  
From: Forrest Park Road  
To: Jonesboro Road Outfall
- 3.04 Jonesboro Road Outfall  
From: Hutchens Road  
To: Jonesboro Road at South River
- 3.05 Jonesboro Road Outfall  
From: Jonesboro Road  
To: Hutchens Road
- 3.06 Forrest Park Road Outfall  
From: Forrest Park Road  
To: Existing Jonesboro Road Outfall
- 3.07 Mountain Manor Outfall  
From: Mountain Manor Subdivisions  
To: Forrest Park Road

DEPARTMENT OF CLERK OF COUNCIL  
CITY HALL  
ATLANTA, GEORGIA

3

RESOLUTION

By City Utilities Committee

WHEREAS, the City of Atlanta and DeKalb County heretofore under the date of July 16, 1968 entered into a Metropolitan Sewer Agreement; and

WHEREAS, said agreement provides for the City of Atlanta to plan, finance, construct, operate and maintain water pollution control facilities which serve portions of DeKalb County; and

WHEREAS, the City and the County desire to amend said agreement to provide alternate methods of payment by the County for capital improvements, to establish procedures for determining the proportionate share of costs to be paid by the City and the County and to provide for compliance with State and Federal requirements;

THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute the First Amendment to Metropolitan Sewer Agreement with DeKalb County in principal conformity with the amendment attached hereto.



*R. Little*  
CLERK OF COUNCIL

ADOPTED by City Council Aug. 18, 1975  
APPROVED by the Mayor Aug. 20, 1975

STATE OF GEORGIA  
COUNTY OF FULTON

FIRST AMENDMENT TO  
METROPOLITAN SEWER AGREEMENT  
WITH  
DEKALB COUNTY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this the 20<sup>th</sup> day of January, 1977, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

W I T N E S S E T H T H A T:

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into a Metropolitan Sewer Agreement; and

WHEREAS, the Mayor and Council of the CITY OF ATLANTA, by Resolution adopted on the 18<sup>th</sup> day of August, 1975, and approved on the 20<sup>th</sup> day of August, 1975, have authorized the execution of this Amendment on behalf of the CITY OF ATLANTA.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking Paragraph 3, and by inserting in lieu thereof a new Paragraph 3, which shall read as follows:

"3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City an amount sufficient to cover the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3a or Paragraph 3b hereof and to pay to the City an amount sufficient to cover the County's share of the cost of all other capital improvements in accordance with Paragraph 3a or

Paragraph 3c hereof. The County further agrees to continue payments to the City as described under Paragraph 3a for the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex(A), Paragraph 1, until such time as the County may select the option of paying for said capital improvements in accordance with Paragraph 3b of this agreement. The County further agrees to notify the City at least 30 days prior to selection of the payment option under Paragraph 3b and to notify the City within 30 days following notification by the City of any other capital improvements to be made pursuant to this agreement, as to the method of payment to be used to pay the County's share of the cost of said improvement.

a. Equal monthly payments over a period of 30 years in an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). Equal monthly payments over a period of 30 years or over the remaining term of this agreement, whichever is shorter, an amount sufficient to retire the County's share of the cost of each borrowing made by the City pursuant to this agreement for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payments by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid. In determining the "cost of each borrowing", there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one-third (1 1/3) (representing the debt coverage required).

b. Lump sum payment in an amount sufficient to retire the County's share of the principal amount remaining due, at the time the County selects this payment method, of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A).

By striking Paragraph 4 of Annex (A), and by inserting in lieu thereof a new Paragraph 4 of Annex (A), which shall read as follows:

"4. Adjustment of Payments by County:

After Wiedenman and Singleton, Engineers shall have furnished the City with a certificate stating that construction of the Clayton Plant, as described in Paragraph 1 of Annex (A), has been completed, final payment of Federal or State grant monies due the City has been made, and the City has determined by an audit prepared by an independent Certified Public Accountant selected by the City the total construction costs of the Clayton Plant, an adjustment of the monthly payments to be made by the County in accordance with Paragraph 3a of this agreement or a reimbursement of a portion of the lump sum payment made in accordance with Paragraph 3b of this agreement shall be made, if needed, such that the amount paid by the County is the County's share of the total cost of said construction less any State or Federal grant monies received by the City."

5

By striking Paragraph 5 of Annex (A), and by inserting in lieu thereof a new Paragraph 5 of Annex (A), which shall read as follows:

"5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available. The County agrees to increase its capacity in increments of not less than 5 MGD at any one time and will purchase such available capacity if the County's flow exceeds its capacity by 2.5 MGD for a period of six (6) months. Said purchase shall be made within six (6) months after its need has been established in accordance with Paragraph 2 of Annex (B) and will be made in accordance with Paragraph 6 of Annex (A).

6

By striking Paragraph 6 of Annex (A), and by inserting in lieu thereof a new Paragraph 6 of Annex (A), which shall read as follows:

"6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, the payments due by the County shall be recalculated as though such increased capacity has originally been established under Paragraph 2 of Annex (A) at the commencement of this



agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis in accordance with Paragraph 3a of this agreement, shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7

By striking Paragraph 1 of Annex (B) and by inserting in lieu thereof a new Paragraph 1 of Annex (B), which shall read as follows:

"1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "Net Operating Costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total direct cost and all applicable indirect costs of operating the Plant, less all earnings from the sale of by-products, except as provided hereafter in Paragraph 6. Indirect costs shall be determined in accordance with the then current Federal Office of Management and Budget Circular A-87 or its replacement, a copy of which shall be transmitted annually to the County by the City. The portion of the net operating cost paid by the County shall be based on the ratio the County's flow bears to the total flow to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same."

8

By striking Paragraph 2 of Annex (B), and by inserting in lieu thereof a new Paragraph 2 of Annex (B), which shall read as follows:

"2. Metering Stations:

The sewage flows to be used in determining the County's portion of net operating costs and plant capacity requirements shall be determined by the combined use of flow metering stations and population estimates as set forth hereinafter. The County will, at its expense, construct metering facilities with automatic continuous recording devices of sufficient capacity to meter the range of flows in the year 2000 or the capacity of the existing sewer, whichever is larger, as set forth hereinafter. The metering facilities shall be operated, supervised, managed, maintained and repaired by the City with the full net operating costs of the metering stations being a cost to

the Metropolitan Sewer System. Replacement of the facilities will be a cost to the Metropolitan Sewer System. Construction of the meters shall be completed not later than one (1) calendar year after execution of this amendment and shall be as herein specified as to type and location with all plans and specifications for the installations being reviewed and approved by the Commissioner of Environment and Streets of the City of Atlanta. In the event meters are not completed, at the City's discretion, flow measurements may be made at some or all of the proposed locations specified for metering the sewer lines at the County's expense by an independent engineering firm which will be selected by the City and approved by the County. Dry weather flow shall be measured for a one-week period and the average flow which will determine the County's portion of the net operating cost shall be computed by multiplying the ratio of the measured dry weather flow to the appropriate plant flow for the same week by the average plant flow for the preceding six months. Measurements shall be made as deemed necessary by the City. Until metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 of the original contract, the County's share of the net operating costs for the Clayton Plant shall be based upon the ratio of the resident population within the County served by the Clayton Plant. Said resident population served shall be determined by the latest published Atlanta Regional Commission population projections. The County's flow in the Clayton, Intrenchment and South River Basins shall be determined by use of flow metering and/or population estimates as set forth below:

- a. Three metering stations shall be constructed in the basins tributary to the R. M. Clayton Water Pollution Control Plant at the locations specified and shall be of the type as specified in this Paragraph.
1. A meter shall be constructed on the Nancy Creek Sewer which flows from the County into Fulton County approximately parallel to Nancy Creek and in the vicinity of Evergreen Creek Road. The meter shall be located either inside or outside the County Line but shall be below the confluence with any other sewer, trunk or lateral, located in the County.
2. A meter shall be constructed on the sewer which flows from the County approximately parallel to the North Fork of Peachtree Creek in the vicinity of Converse Drive. The meter shall be located either inside or outside of the City Limits but shall be below the confluence with any other sewer, trunk or lateral, located in the County.

3. A meter shall be constructed on the sewer which flows from the County approximately parallel to the South Fork of Peachtree Creek in the vicinity of Briarcliff Road. The meter shall be located either inside or outside of the City Limits but shall be above the confluence of said trunk with the St. Louis Trunk but below the confluence of the North Decatur Outfall and the Druid Hills Trunk.

The flow from the areas served by metered sewers shall be divided by the tributary population to determine the flow per capita for the metered area. The per capita flows for the metered area shall then be multiplied by the total population of the County and Gwinnett County tributary to the Clayton Plant, and the flow thus calculated shall be used to determine the need for additional treatment plant capacity and shall, in combination with the total flow to the Clayton Plant, determine the County's portion of the net operating cost of the plant.

- b. The County's contribution to the net operating cost of the Intranchment Creek Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the plant.
- c. The County's contribution to the net operating cost of South River Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the Plant."

8

By striking Paragraph 2.01 of Annex (E) and by inserting in lieu thereof a new Paragraph 2.01 of Annex (E) which shall read as follows:

"2.01 R. M. Clayton Water Pollution Control Plant, 120 MGD secondary treatment plant located at 2440 Bolton Road, NW. Existing facilities include screen and grit removal, 8 primary clarifiers, 8 digesters, 4 centrifuges and dewatering building, 2 sludge incinerators, administration and laboratory building, 10 aeration tanks, 7 gas engine-blower sets and blower building, 9 final settling tanks, chlorination facilities and appurtenances.

Except as amended herein, the agreement of July 18, 1968 is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 20<sup>th</sup> day of January, 1977.

CITY OF ATLANTA

DEKALB COUNTY

By: *Maynard Jackson* (Seal) MAYOR

By: *A. G. Gull* (Seal) CHAIRMAN, BOARD OF COMMISSIONERS

*Carl W. Sandberg*  
CLERK, DEKALB COUNTY  
BOARD OF COMMISSIONERS

APPROVED:

*[Signature]*  
Commissioner of Environment & Streets

APPROVED AS TO INTENT:

*[Signature]*  
Director, DeKalb County  
Water & Sewer Department

APPROVED AS TO FORM:

*Charles M. Lohrey*  
Associate City Attorney  
Asst.

APPROVED AS TO FORM:

*[Signature]*  
DeKalb County Attorney

STATE OF GEORGIA  
COUNTY OF FULTON

SECOND AMENDMENT  
TO  
METROPOLITAN SEWER AGREEMENT  
WITH  
DEKALB COUNTY

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this the 3rd day of August, 1987, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as the "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

WITNESSETH THAT

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into the METROPOLITAN SEWER AGREEMENT, heretofore amended; and

WHEREAS, the Council and the Mayor of the City, by Resolution adopted on the 1st day of June, 1987, and approved on the 9th day of June, 1987, have authorized the execution of this second amendment on behalf of the City.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking the words and numerals "one and one-third (1-1/3)" in the fifth line of the last sentence of subparagraph 3a. and inserting in lieu thereof the words and numerals "one and one-fourth (1-1/4)" so that such sentence shall read as follows:

"In determining the 'cost of each borrowing', there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one fourth (1-1/4) (representing the debt coverage required)."

2

By striking Paragraph 2 of Annex (A) in its entirety and inserting a new Paragraph 2 in lieu thereof which shall read as follows:

"County's Right to Use: The County shall have the right to use 50-M.G.D. of the M.G.D. capacity of the Clayton Plant."

By deleting the first subparagraph of Paragraph 3 of annex (A) in its entirety and inserting in lieu thereof a subparagraph which shall read as follows:

"In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2 of Annex (A), the County agrees to pay to the City a sum equal to 41.67% (50 M.G.D. divided by 120 M.G.D.) of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3 of this Agreement. Should the total capacity of the Plant be reduced in the future for any reason, the County agrees to pay the City in accordance with the new percentage of the total plant capacity that 50 M.G.D. would represent."

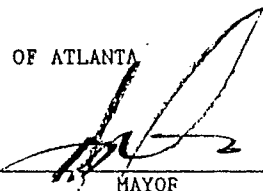
Except as amended herein, the Agreement of July 16, 1968, previously amended January 20, 1977, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 31<sup>st</sup> day of August, 1987.

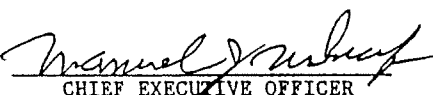
CITY OF ATLANTA

DEKALB COUNTY

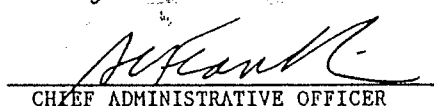
BY:

  
MAYOR

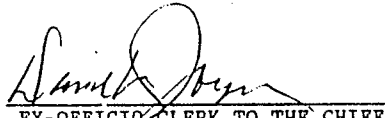
BY:

  
CHIEF EXECUTIVE OFFICER


RECOMMENDED BY:

  
CHIEF ADMINISTRATIVE OFFICER

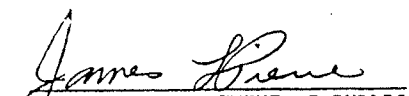
ATTESTED BY:

  
EX-OFFICIO CLERK TO THE CHIEF EXECUTIVE OFFICER AND BOARD OF COMMISSIONERS

APPROVED AS TO INTENT:

  
COMMISSIONER OF WATER AND POLLUTION CONTROL

APPROVED AS TO INTENT:

  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM:

  
CITY ATTORNEY

APPROVED AS TO FORM:

  
COUNTY ATTORNEY



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:DEKALB COUNTY**

**Service:Refuse Collection**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Funds
City of Atlanta & Decatur	User Fees
All other Cities	User Fees and General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Agreement for garbage collections and disposal services	DeKalb County with City of Lithonia	1/01/95 (year to year)
Agreement for garbage collections and disposal services	DeKalb with City of Dunwoody	12/14/10 (year to year)

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



**A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY FOR SOLID WASTE MANAGEMENT SERVICES**

- WHEREAS,** the City of Dunwoody shall provide for the general health, sanitation and welfare for the inhabitants of the City; and
- WHEREAS,** providing the basic necessity of solid waste management services to its citizens will improve the quality of life and executing an Intergovernmental Agreement between the City and DeKalb County for provision of said services will comply with the state law requirement for solid waste management; and
- WHEREAS,** the Intergovernmental Agreement (IGA) between the City of Dunwoody and DeKalb County to provide for solid waste management services, as attached hereto and incorporated herein, has been negotiated.

**NOW THEREFORE, BE IT RESOLVED,** by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that by passage of this Resolution the City of Dunwoody Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the provision of Solid Waste Management Services currently operated by the County, as attached hereto and incorporated herein. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to the Chairman of the DeKalb County Board of Commissioners and the DeKalb County Chief Executive Officer.

**SO RESOLVED AND EFFECTIVE,** this 13<sup>th</sup> day of December, 2010.

Approved:

  
Ken Wright, Mayor

Attest:

  
Sharon Lowery, City Clerk

Seal



**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES  
BETWEEN  
DEKALB COUNTY, GEORGIA and  
THE CITY OF DUNWOODY, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).**

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”); and

WHEREAS, the Georgia Solid Waste Management Act (“SWMA”) at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan (“SWMP”) that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

**NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:**

**ARTICLE 1  
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

**ARTICLE 2  
DEFINITIONS**

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

### **ARTICLE 3 TERM OF AGREEMENT**

The term of the Agreement is for a minimum of one year, commencing January 1, 2011 at 0000 hours through 2400 hours on December 31, 2011. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

### **ARTICLE 4 COMPENSATION AND CONSIDERATION**

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

**ARTICLE 5  
PUBLIC WORKS DIRECTOR**

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

**ARTICLE 6  
SERVICES**

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2011. The City Manager and the County Public Works Director agree to confer in person on or before March 1, 2011 to mutually evaluate the cost and benefit of additional recycling options.

**ARTICLE 7  
EQUIPMENT**

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

**ARTICLE 8  
AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION  
AND DISPOSAL CODE**

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2011, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2011, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

## **ARTICLE 9 EMPLOYMENT STATUS**

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10  
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11  
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12  
TRANSITION**

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13  
TERMINATION AND REMEDIES**

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14  
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Executive Assistant  
1300 Commerce Drive 6<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-3691, Office number  
404-371-2116, Facsimile number

With a copy to:

County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-3011, Office number  
404-371-3024, Facsimile number

If to the City:

City Manager  
City of Dunwoody  
41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346  
678-382-6701, Facsimile number

With a copy to:

City Attorney  
City of Dunwoody  
41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346  
678-382-6701, Facsimile number

**ARTICLE 15  
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 16  
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 17  
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement



shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Dekalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19  
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.**

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**DEKALB COUNTY, GEORGIA**

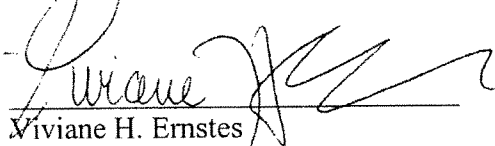
By: \_\_\_\_\_ (SEAL)

W. Burrell Ellis, Jr.  
Chief Executive Officer  
DeKalb County, Georgia


ATTEST:

\_\_\_\_\_  
Barbara Sanders, CCC  
Clerk of the  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

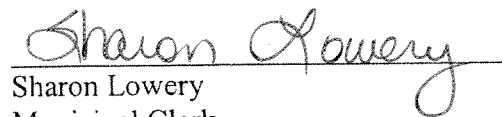
  
\_\_\_\_\_  
Viviane H. Ernstes  
Chief Assistant County Attorney

APPROVED AS TO SUBSTANCE:


  
\_\_\_\_\_  
William R. Rhinehart  
Public Works Director

**CITY OF DUNWOODY, GEORGIA**

 (Seal)  
\_\_\_\_\_  
Ken Wright  
Mayor

  
\_\_\_\_\_  
Sharon Lowery  
Municipal Clerk

Approved as to Form:

  
\_\_\_\_\_  
Brian Anderson  
City Attorney

AGREEMENT FOR GARBAGE COLLECTION  
AND DISPOSAL SERVICES

THIS AGREEMENT made by and between the CITY of LITHONIA, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for garbage collection and disposal services; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1. Effective January 1, 1995, the DeKalb County Department of Public Works shall provide all garbage and sanitation collection and disposal services for the residents within the City.
2. County shall be responsible for the collection of fees or assessments to pay for the costs of providing such services to the residents of the City and for the con-

struction and maintenance of facilities necessary to provide such services.

3. County shall be responsible for enforcement of compliance with DeKalb County Code provisions concerning garbage and sanitation disposal and collection, and shall be responsible for the enforcement of collection of fees and assessments imposed pursuant to the County Code.
4. County shall be responsible for the initiation of any actions at law necessary to collect any unpaid fees, charges, or assessments.
5. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
7. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes for venue, all suits or

causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

8. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.
9. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of actions for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF LITHONIA

By: Harold H. King Jr  
Title: Mayor  
Date: 12/29/94

ATTESTED:

By: Ann Ray

Title: City Clerk

Date: December 29, 1994

DEKALB COUNTY, GEORGIA

By: Liane Levetan  
LIANE LEVETAN  
Chief Executive Officer

Date: February 16, 1995

APPROVED AS TO FORM:

Jonathan Weintraub  
JONATHAN WEINTRAUB  
County Attorney

ATTESTED:

By: David W. Joyner

DAVID W. JOYNER  
Ex-Officio Clerk of the  
Chief Executive Officer  
and Board of Commissioners  
of DeKalb County, Georgia

DEKALB COUNTY  
CONTRACT NO. 95-6262 G



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:DEKALB COUNTY**

**Service:Landfill**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Funds
All Cities	All cities can use the County landfill and pay the posted rates when they pay the posted rates when they use it with user fees and/or general funds

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Agreement for garbage collections and disposal services	DeKalb County with City of Lithonia	1/01/95 (year to year)

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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





SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Recycling 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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Funds
City of Atlanta and Decatur	User Fees
All other cities	User Fees and General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Agreement for garbage collection and disposal service	DeKalb County with City of Lithonia	1/01/95 (year to year)

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

AGREEMENT FOR GARBAGE COLLECTION  
AND DISPOSAL SERVICES

THIS AGREEMENT made by and between the CITY of LITHONIA, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for garbage collection and disposal services; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1. Effective January 1, 1995, the DeKalb County Department of Public Works shall provide all garbage and sanitation collection and disposal services for the residents within the City.
2. County shall be responsible for the collection of fees or assessments to pay for the costs of providing such services to the residents of the City and for the con-

- struction and maintenance of facilities necessary to provide such services.
3. County shall be responsible for enforcement of compliance with DeKalb County Code provisions concerning garbage and sanitation disposal and collection, and shall be responsible for the enforcement of collection of fees and assessments imposed pursuant to the County Code.
  4. County shall be responsible for the initiation of any actions at law necessary to collect any unpaid fees, charges, or assessments.
  5. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
  6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
  7. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes for venue, all suits or

causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

8. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.
9. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of actions for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF LITHONIA

By: Harold D. King Jr  
Title: Mayor  
Date: 12/29/94

ATTESTED:

By: Ann Ray

Title: City Clerk

Date: December 29, 1994

DEKALB COUNTY, GEORGIA

By: Liane Levitan

LIANE LEVETAN  
Chief Executive Officer

Date: February 16, 1995

APPROVED AS TO FORM:

Jonathan Weintraub  
JONATHAN WEINTRAUB  
County Attorney

ATTESTED:

By: David W. Joyner

DAVID W. JOYNER  
Ex-Officio Clerk of the  
Chief Executive Officer  
and Board of Commissioners  
of DeKalb County, Georgia

DEKALB COUNTY  
CONTRACT NO. 95-6262G



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: DEKALB COUNTY**

**Service: *Street Construction Maintenance***

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

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
DeKalb County	General Fund
City of Atlanta and Decatur	General Fund and User Fees

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Resolution by DeKalb County Board of Commissioners	DeKalb County with all cities except for Atlanta and Decatur	

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?

None needed

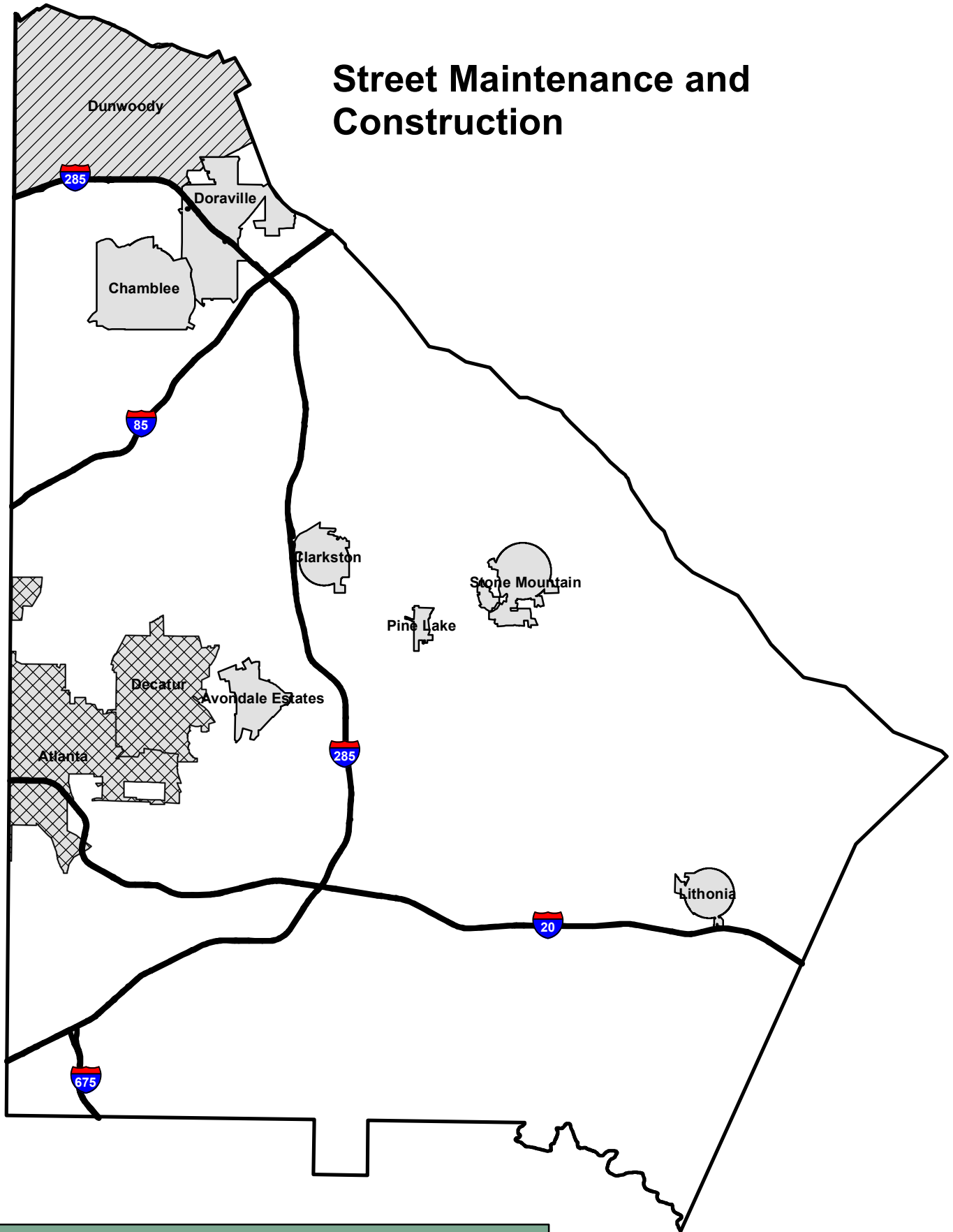
7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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






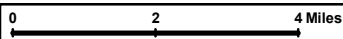
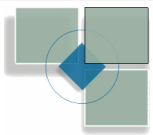
# Street Maintenance and Construction



Department of Planning & Development- Long Range Planning Section

## Street Maintenance and Construction

-  Service Provided by DeKalb County
-  Municipality Responsible for Service
-  Contractual by Municipality



Explanation for Continuing the Arrangement:

Overlapping but higher level of service.

## **STREET CONSTRUCTION AND MAINTENANCE**

The County levies property taxes in the cities to provide street construction and maintenance. A chart indicating the different services provided in each city is attached as Exhibit A. A copy of the County's resolution to levy taxes for 2010 is attached as Exhibit B.

Attachment C

RESOLUTION TO LEVY TAXES  
FOR THE YEAR 2010

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia and it is hereby resolved by authority of same that there be, and there is hereby levied a tax for the year 2010 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$0.57 on the \$1,000.00 assessed valuation is levied on all taxable property in said County, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Bonded Indebtedness of said County**.
2. A Tax of \$1.37 on the \$1,000.00 assessed valuation is levied on all taxable property in the Unincorporated area in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
3. A Tax of \$8.96 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); and to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96).
4. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
5. A Tax of \$12.28 on the \$1,000.00 assessed valuation is levied on all taxable

## Attachment C

property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and roads maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (0.86); and to provide for fire protection to properties located within the DeKalb Fire Prevention District (2.46).

6. A Tax of \$13.21 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.79); and for the purposes of providing for fire protection to properties located within the DeKalb Fire Prevention District (2.46).
7. A Tax of \$10.09 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.13).

## Attachment C

8. A Tax of \$12.62 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.20); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
9. A Tax of \$11.42 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
10. A Tax of \$13.28 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.86); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).

## Attachment C

11. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
12. A Tax of \$13.01 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Service Tax Districts Act enacted April 12, 1982, as amended (1.59); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
13. A Tax of \$14.92 on the \$1,000.00 assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special

Attachment C

Services Tax Districts Act enacted April 12, 1982, as amended (3.50); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46). Pursuant to O.C.G.A. 33-8-8.3, funds received from the Insurance Premium Tax in 2009 will be expended for police protection in the unincorporated areas. In 2009, \$28,373,646.69 was received from said tax and expended for police protection in the unincorporated areas.

Adopted this 22th day of June 2010, by the DeKalb County Board of Commissioners.

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LARRY JOHNSON  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 22th day of June, 2010.

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W. BURRELL ELLIS, Jr.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

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BARBARA SANDERS  
Clerk of the Chief Executive Officer and  
Board of Commissioners,  
DeKalb County, Georgia

APPROVED AS TO FORM:

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LISA CHANG  
County Attorney



ROADS & DRAINAGE DEPARTMENT

\* All activities only at request of  
City Manager through the Director of  
Public Works

EXHIBIT A

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mtn.	Unincorp. DeKalb
Resurfacing/patching - Water & Sewer	X	X	X	X	X	X	X	X	X	X
Resurfacing - LARP	X	X	X	X	X	X	X	X	X	X
Road Widening		X	X	X	X	X	X	X	X	X
Railroad Crossing Patching		X	X	X		X	X	X		X
General Patching		X	X	X		X	X	X		X
Pothole Patching		X	X	X		X	X	X		X
Asphalt Curb Construction		X	X	X		X	X	X		X
Asphalt Spillway/Flume Const.		X	X	X		X	X	X		X
Driveway Repair/Hump		X	X	X		X	X	X		X
Curb Radius Widening		X	X	X		X	X	X		X
Fallen Tree Removal		X	X	X		X	X	X		X
Tree Cutting & Removal		X	X	X		X	X	X		X
Brush Cutting/Tree Trimming		X	X	X		X	X	X		X
Foliage Control		X	X	X		X	X	X		X
Mowing Road Shoulder		X	X	X		X	X	X		X
Granite Curb Installation		X	X	X		X	X	X		X
Granite Curb Adjust		X	X	X		X	X	X		X
Backfilling Curb		X	X	X		X	X	X		X
Sealing Curb		X	X	X		X	X	X		X
Concrete Curb Const.		X	X	X		X	X	X		X
Concrete Curb Repair		X	X	X		X	X	X		X
Concrete Sidewalk Const.		X	X	X		X	X	X		X
Concrete Sidewalk Repair		X	X	X		X	X	X		X
Concrete Spillway/Flume Const.		X	X	X		X	X	X		X
Concrete Bridge Repair		X	X	X		X	X	X		X
Wood Bridge Repair		X	X	X		X	X	X		X
Metal Bridge Rail Repair		X	X	X		X	X	X		X
Shoulder Maintenance		X	X	X		X	X	X		X
Shoulder Repair		X	X	X		X	X	X		X
Side Ditch Cleaning		X	X	X		X	X	X		X
Sanding Streets		X	X	X		X	X	X		X
Mud Removal		X	X	X		X	X	X		X
Guard Rail Install		X	X	X		X	X	X		X

ROADS & DRAINAGE DEPARTMENT

\*All activities only at request of  
City Manager through the Director of  
Public Works

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mtn.	Unincorp. DeKalb
Metal Pipe Installation		X	**	X		X	X	X		X
Concrete Pipe Installation		X	**	X		X	X	X		X
Metal Pipe Replacement		X	**	X		X	X	X		X
Concrete Pipe Replacement		X	**	X		X	X	X		X
Pipe Repair-Brick Collar		X	**	X		X	X	X		X
Pipe Repair-Patch		X	**	X		X	X	X		X
Pipe Cleaning		X	**	X		X	X	X		X
Culvert Cleaning		X	**	X		X	X	X		X
Catch Basin Const.		X	**	X		X	X	X		X
Catch Basin Cleaning		X	**	X		X	X	X		X
Concrete Lid Replacement		X	**	X		X	X	X		X
Metal Lid/Frame Replace		X	**	X		X	X	X		X
Junction Box Const.		X	**	X		X	X	X		X
Junction Box/ CB Repair		X	**	X		X	X	X		X
Headwall Const.		X	**	X		X	X	X		X
Headwall Repair		X	**	X		X	X	X		X
Rock Retaining Wall Const.		X	**	X		X	X	X		X
Rip Rap Bank Const.		X	**	X		X	X	X		X
Splash Apron Const.		X	**	X		X	X	X		X
Tail Ditch Cleaning		X	**	X		X	X	X		X
Landscaping		X	**	X		X	X	X		X
Backfilling		X	**	X		X	X	X		X
Grate Installation		X	**	X		X	X	X		X
Grate Repair		X	**	X		X	X	X		X
Grate Replacement		X	**	X		X	X	X		X
Hydroseeding		X	**	X		X	X	X		X
Fence Location										
Night Emergencies Responded to		X	**	X		X	X	X		X
Only in conjunction with a job										

\*\*Chamblee - only if connected to in place County system. No new off the R-O-W drainage work permitted at this time.



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: DEKALB COUNTY**

**Service: *Street Cleaning***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: *Traffic Engineering***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
DeKalb County	General Fund
City of Atlanta	General Fund

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Resolution by DeKalb County Board of Commissioners	DeKalb County with all cities except Atlanta	

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?

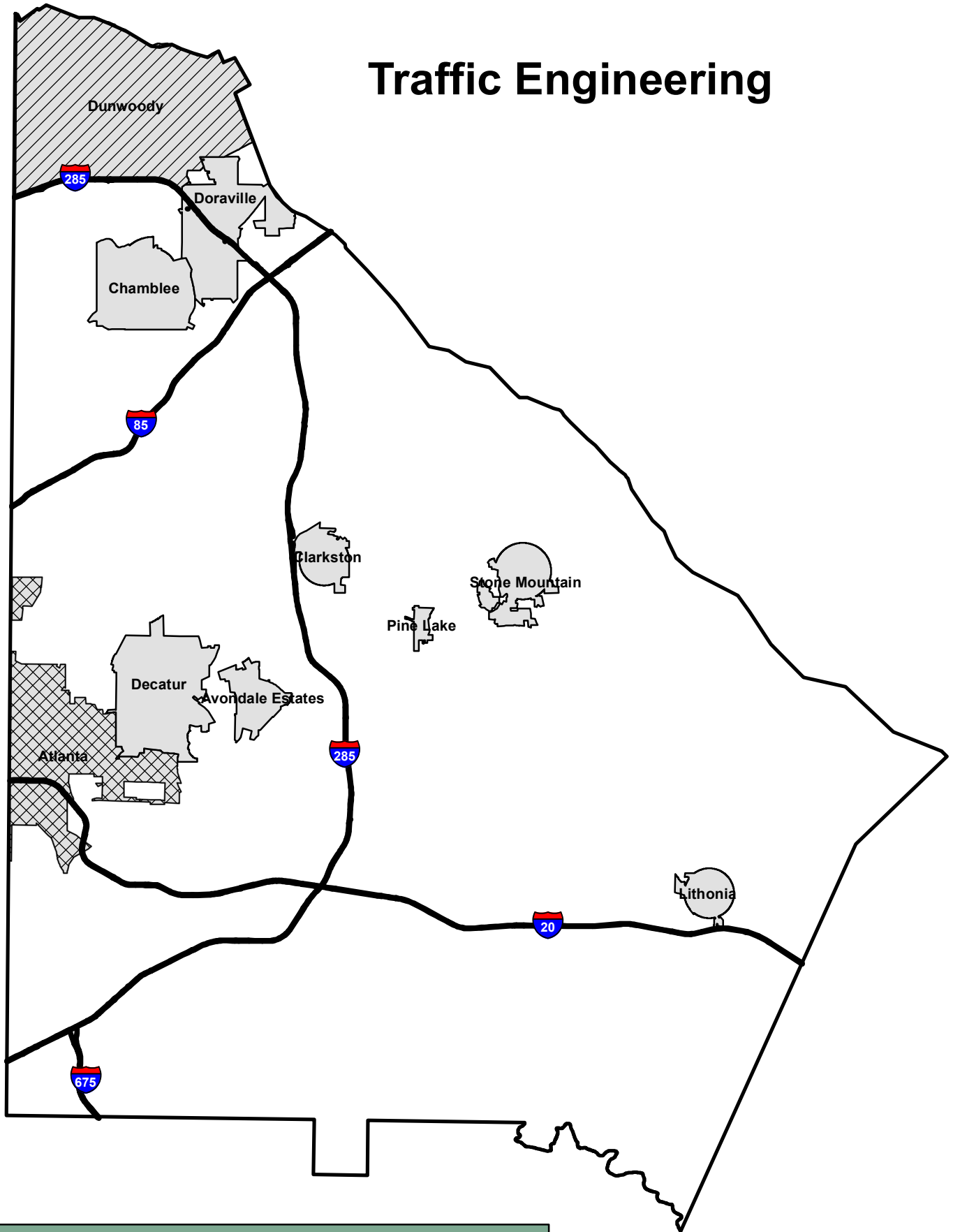
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

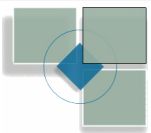
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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




# Traffic Engineering



Department of Planning & Development- Long Range Planning Section



## Traffic Engineering

-  Service Provided by DeKalb County
-  Municipality Responsible for Service
-  Contractual by Municipality

0 2 4 Miles

## **TRAFFIC ENGINEERING**

The County levies property taxes in the cities to provide traffic engineering. Traffic Engineering provides the maintenance for all traffic signals within DeKalb County with the exception of those within the City of Atlanta. Traffic Engineering provides the installation of all traffic signals on county routes and almost all state installations. All traffic signal requests from cities are handled in the same manner as requests from unincorporated DeKalb County. All signals are installed at warranted locations with the exception of Commerce Drive @ West Howard, in the city of Decatur. The city of Decatur has assumed all liability for the non-warranted location and is supporting the installation of a second non-warranted location.

Speed hump/cut-thru traffic service is offered to all cities. The city of Decatur has refused the service and no other city has responded to the written invitation. The city of Chamblee has installed two speed humps on Pearl Lane on their own. The County does not perform this service in Atlanta.

Regulatory signs are made for all cities at no charge. Non-regulatory signs are made for all cities at cost. Regulatory signs meeting MUTCD guidelines are installed for cities except Chamblee and Doraville. "No Parking" signs are not installed for the cities. Decatur produces their own signs.

The County performs normal striping for all cities at no charge. The County does charge for special stripes.

A copy of the County's resolution to levy taxes for 2010 is attached as Exhibit B.



Attachment C

RESOLUTION TO LEVY TAXES  
FOR THE YEAR 2010

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia and it is hereby resolved by authority of same that there be, and there is hereby levied a tax for the year 2010 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$0.57 on the \$1,000.00 assessed valuation is levied on all taxable property in said County, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Bonded Indebtedness of said County**.
2. A Tax of \$1.37 on the \$1,000.00 assessed valuation is levied on all taxable property in the Unincorporated area in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
3. A Tax of \$8.96 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); and to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96).
4. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
5. A Tax of \$12.28 on the \$1,000.00 assessed valuation is levied on all taxable

## Attachment C

property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and roads maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (0.86); and to provide for fire protection to properties located within the DeKalb Fire Prevention District (2.46).

6. A Tax of \$13.21 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.79); and for the purposes of providing for fire protection to properties located within the DeKalb Fire Prevention District (2.46).
7. A Tax of \$10.09 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.13).

## Attachment C

8. A Tax of \$12.62 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.20); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
9. A Tax of \$11.42 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
10. A Tax of \$13.28 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (1.86); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).

## Attachment C

11. A Tax of \$13.54 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Services Tax Districts Act enacted April 12, 1982, as amended (2.12); and for the purposes of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
12. A Tax of \$13.01 on the \$1,000.00 assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special Service Tax Districts Act enacted April 12, 1982, as amended (1.59); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46).
13. A Tax of \$14.92 on the \$1,000.00 assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government; build and repair public buildings and bridges; pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia, 1981 and Ga. L. 1978, P. 2474 (8.00); to provide for the expenditures, designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.96); for Special Services Tax District Purposes to pay expenses of County police protection; parks, recreational areas, programs and facilities; street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof; pursuant to the DeKalb County Special

Attachment C

Services Tax Districts Act enacted April 12, 1982, as amended (3.50); and for the purpose of providing fire protection to properties located within the DeKalb Fire Prevention District (2.46). Pursuant to O.C.G.A. 33-8-8.3, funds received from the Insurance Premium Tax in 2009 will be expended for police protection in the unincorporated areas. In 2009, \$28,373,646.69 was received from said tax and expended for police protection in the unincorporated areas.

Adopted this 22th day of June 2010, by the DeKalb County Board of Commissioners.

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LARRY JOHNSON  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 22th day of June, 2010.

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W. BURRELL ELLIS, Jr.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

---

BARBARA SANDERS  
Clerk of the Chief Executive Officer and  
Board of Commissioners,  
DeKalb County, Georgia

APPROVED AS TO FORM:

---

LISA CHANG  
County Attorney



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: DEKALB COUNTY

Service: Storm Water

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

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Special Tax District & General Fund
City of Atlanta	Enterprise Fund
All other cities	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Storm Water Agreement	DeKalb County with all cities except Atlanta	See Attached

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?

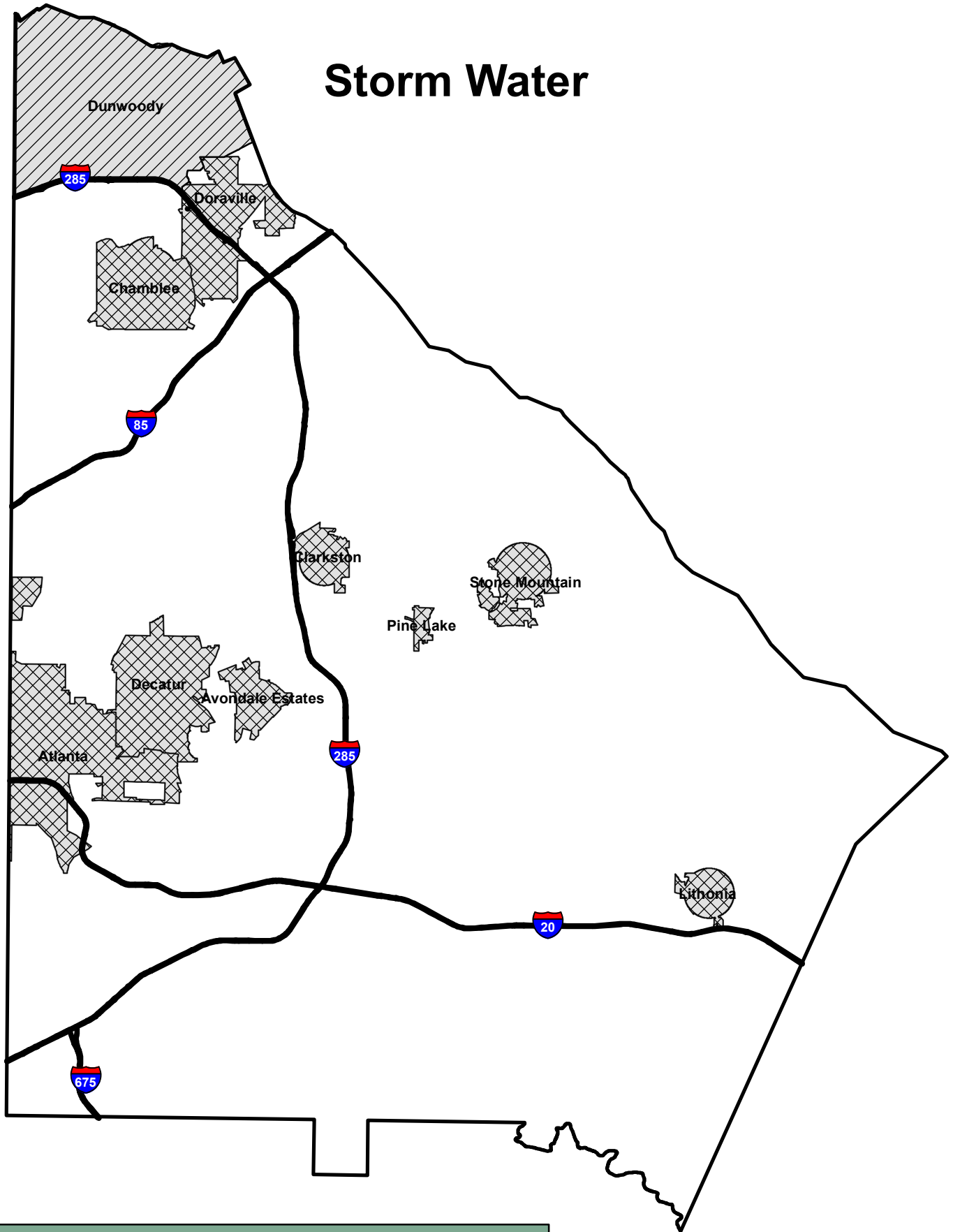
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

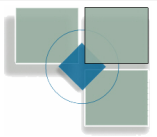
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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



# Storm Water

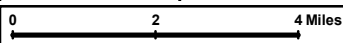


Department of Planning & Development- Long Range Planning Section



## Storm Water

-  Municipality / DeKalb County Responsible for Service
-  Contractual / Private Municipality



Created: 11/18/10  
Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission



**STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS**

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 22 day of May, 2006, by and between the City of Avondale Estates, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

**WITNESSETH**

WHEREAS, DEKALB owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the CITY currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the CITY currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize DEKALB and the CITY must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the CITY has declared its intent to be a co-permittee under DEKALB's National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from DEKALB's separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, DEKALB is authorized to enter into Intergovernmental Agreements with the CITY effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE,** for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:

CITY of Avondale Estates  
Address:  
21 N. Avondale Plaza  
Avondale Estates, GA 30002

DEKALB  
DeKalb County, Georgia  
Attn: William Rhindhart  
1300 Commerce Drive  
Decatur, GA 30030

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

~~CITY OF AVONDALE~~ Estates

BY: [Signature] (SEAL)

~~Mayor, City of Avondale~~ Estates

ATTEST:

[Signature]  
Witness

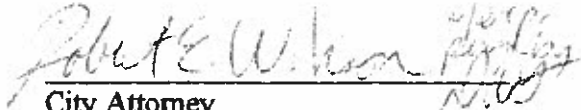
DEKALB COUNTY, GEORGIA

[Signature] (SEAL)  
Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

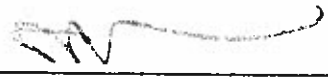
ATTEST:

[Signature]  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia


APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Avondale Estate Georgia

APPROVED AS TO FORM

  
\_\_\_\_\_  
Asst. County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
William "Ted" Rhinehart, Director  
Public Works Department

## STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X	
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X	
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
<b>6-Drainage System Maintenance:</b> Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.	X	
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X	
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
<b>11-Educational Materials:</b> Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
<b>14-Enforcement:</b> Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.	X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	

## STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
<b>18-Construction Plan Review and Site Management:</b> Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
<b>21-Illicit Discharge Detection and Elimination Program:</b> A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
<b>22-Outfall Location:</b> Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
<b>23-Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
<b>24-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.	X	
<b>25-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.	X	X
<b>26-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
<b>27-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
<b>28-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
<b>29-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
<b>30-Development and Implementation of Total Maximum Daily Load (TMDL):</b> Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

**STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES**

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>31-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
<b>32-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
<b>33-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
<b>34-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
<b>35-Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X



**Department of Public Works**  
**Office of the Director**  
**DeKalb County, Georgia**  
330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761

February 4, 2008

City of Avondale Estates  
Mayor Jerry McCumber  
21 North Avondale Plaza  
Avondale, Georgia 30002

RE: Stormwater Management Program (SWMP)  
NPDES IGA Agreement

Dear Mayor McCumber:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

cc:w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart

**Department of Public Works**  
**Office of the Director**  
**DeKalb County, Georgia**  
330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761

February 4, 2008

Mr. Andrew C. Zurow, Unit Coordinator  
Environmental Protection Division  
Watershed Protection Branch  
4200 International Parkway, Suite 101  
Atlanta, GA 30354

Subject: DeKalb County – City of Avondale Estates Intergovernmental Agreement for  
Implementation of NPDES Permit Requirements  
Contract No. 08-800407

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Avondale Estates for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. This is the last of the IGAs that we will have with our co-permittee municipalities in the county.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

cc: Ted Rhinehart

City of Avondale Estates

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 18 day of January, 2008, by and between the **CITY OF AVONDALE ESTATES**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Board of Mayor and Commissioners (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "**NPDES**") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the CITY effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the CITY and DEKALB as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2032, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. CITY has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of DEKALB.
- b. Whenever DEKALB intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the CITY does not enact amendments at least as stringent as those adopted by DEKALB within 30 days of DEKALB's enactment, this Agreement will terminate.
- c. The CITY will enforce the CITY's storm water management ordinance with respect to discharges occurring within the corporate boundaries of the CITY, up to and including prosecution of violations in the CITY's municipal court.
- d. CITY shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the CITY, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. DEKALB will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing CITY's stormwater management ordinance on behalf of CITY.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Avondale Estates  
Attn: City Manager  
21 North Avondale Plaza  
Avondale Estates, Georgia 30002

and

City of Avondale Estates  
Code Enforcement Official  
21 North Avondale Plaza  
Avondale Estates, Georgia 30002

DEKALB

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

and


Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Stormwater Intergovernmental Agreement for Implementation of NPDES Permit Requirements" entered into between **DEKALB** and the **CITY** on or about May 22, 2006. **DEKALB** and the **CITY** agree that said 2006 agreement has been terminated as of the effective date of this Agreement.

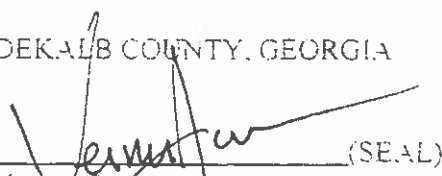
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF AVONDALE ESTATES, GEORGIA

  
\_\_\_\_\_  
(SEAL)


Mayor

DEKALB COUNTY, GEORGIA

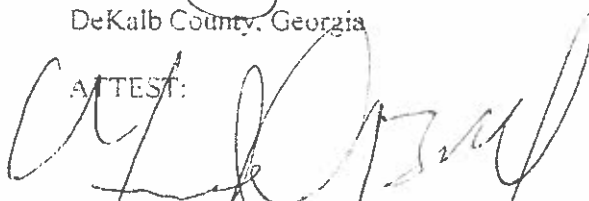
  
\_\_\_\_\_  
(SEAL)

Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

  
\_\_\_\_\_  
Witness

ATTEST:

  
\_\_\_\_\_

Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
\_\_\_\_\_

City Attorney  
City of Avondale Estates, Georgia

APPROVED AS TO FORM

  
\_\_\_\_\_

ASS<sup>Y</sup> County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Print \_\_\_\_\_

City of Avondale Estates

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_

William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia

DeKalb County  
Contract No. 08-800407

## CITY OF AVONDALE ESTATES - ATTACHMENT A

### STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X	
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X		
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.	X		
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		



## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.			X
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.			X
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		X
<b>22-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X	
<b>23-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>24-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>25-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>26-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>27-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>28-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	

## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>29-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	
<b>30-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
<b>31-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>32-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	

DeKalb County  
Contract No. 05-800010

**INTERGOVERNMENTAL AGREEMENT**

**DEKALB COUNTY**, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the city of **CHAMBLEE**, Georgia, a municipality in the State of Georgia, whose address is 5468 Peachtree Road, Chamblee, Georgia, 30341, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 16<sup>th</sup> day of August, 2005

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

**WHEREAS**, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

**WHEREAS**, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

**WHEREAS**, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 *et seq.*), and rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the rule of local governments in developing,

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implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

**WHEREAS**, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

**WHEREAS**, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

**WHEREAS**, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

**WHEREAS**, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

**WHEREAS**, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

**WHEREAS**, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

BC

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**1. Term**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

**2. Description of Services and Responsibilities of Each Party**

- (A) The County agrees to perform the following services for and on behalf of the City:
- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
  - (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;
  - (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
  - (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including dry weather screening for illicit connections, fecal coliform monitoring and water quality trend monitoring. The County will provide the City a copy of the County's monitoring and sampling results on a yearly basis within thirty (30) days of the conclusion of each monitoring year;

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- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting o the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement, along with a good faith estimate of revenues anticipated from the City's stormwater utility fee;
- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
- (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
- (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit

bc

costs, and shall deliver such accounting of the previous year's expenditures to the County on or before June 30 of each calendar year for the previous year's expenditures;

- (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
  - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
- (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

### **3. Payments and Use of Funds**

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

### **4. Indemnification and Defense of Claims**

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

**5. Notice**

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia  
ATTN: Chief Executive Officer  
1300 Commerce Drive  
Decatur, Georgia 30030

and

DeKalb County Law Department  
ATTN: County Attorney  
1300 Commerce Drive  
5<sup>th</sup> Floor  
Decatur, GA 30030

To City:

City of Chamblee  
ATTN: City Manager  
5468 Peachtree Road  
Chamblee, Georgia 30341

and

City of Chamblee Law Department  
ATTN: City Attorney  
Suite 220, Park Central  
2970 Clairmont Road  
Atlanta, GA 30329

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

**6. Termination**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

bc



**7. No Third Party Beneficiaries**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**9. Venue**

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**10. Successors and Assigns**

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

**11. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

**12. Severability**

In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.


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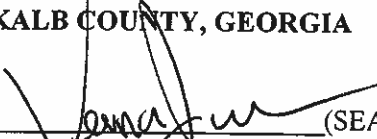
DeKalb County  
Contract No. 05-800010

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

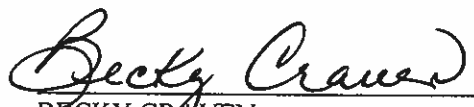
**CHAMBLEE, GEORGIA**

**DEKALB COUNTY, GEORGIA**

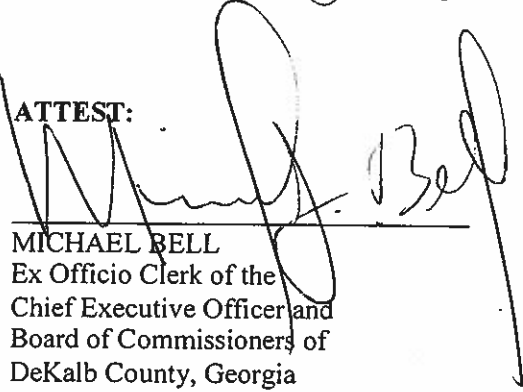
By:  (SEAL)  
EVELYN DANE KENNEDY  
Mayor  
Chamblee, Georgia

By:  (SEAL)  
VERNON JONES  
Chief Executive Officer  
DeKalb County, Georgia


**ATTEST:**

  
BECKY CRAVEN  
Clerk, City of Chamblee

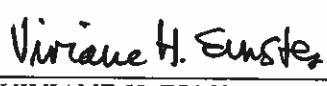
**ATTEST:**

  
MICHAEL BELL  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

  
JOE C. FOWLER  
City Attorney  
Chamblee, Georgia

**APPROVED AS TO FORM:**

 BY SUB  
VIVIANE H. ERNSTES  
Acting County Attorney  
DeKalb County, Georgia

bc

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Chamblee, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB's** National and Pollutant Discharge Elimination System hereinafter referred to as ("NPDES") permit for stormwater discharges from **DEKALB's** separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

DeKalb County  
Contract # 06-800113

City of Chamblee

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:




CITY of Chamblee  
Address:  
5468 Peachtree Rd.  
Chamblee, GA 30341

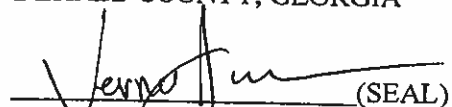
DEKALB  
DeKalb County, Georgia  
Attn: Public Works Director  
1300 Commerce Drive  
Decatur, GA 30030

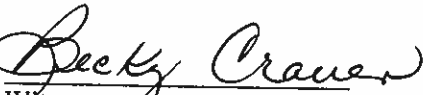
9. **ENTIRE AGREEMENT**

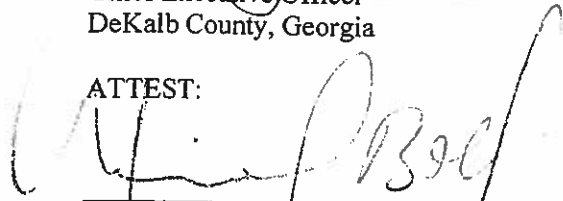
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

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

  
  
Eric Clarkson (SEAL)  
 lee


DEKALB COUNTY, GEORGIA  
  
Vernon Jones (SEAL)  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:  
  
Witness City Clerk  
5.23 - 2006


ATTEST:  
  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

City of Chamblee


APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Chamblee, Georgia

APPROVED AS TO FORM

  
\_\_\_\_\_  
Asst. County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
William "Ted" Rhinehart, Director  
Public Works Department

# STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X	
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X	
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
<b>6-Drainage System Maintenance:</b> Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.		X
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X	
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
<b>11-Educational Materials:</b> Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
<b>14-Enforcement:</b> Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	



## STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
<b>18-Construction Plan Review and Site Management:</b> Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
<b>21-Ilicit Discharge Detection and Elimination Program:</b> A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
<b>22-Outfall Location:</b> Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
<b>23-Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
<b>24-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X
<b>25-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X
<b>26-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
<b>27-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
<b>28-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
<b>29-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
<b>30-Development and Implementation of Total Maximum Daily Load (TMDL):</b> Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

ATTACHMENT A

**STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE**

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>31-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
<b>32-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
<b>33-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
<b>34-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
<b>35-Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X

**Department of Public Works  
Office of the Director  
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761**

June 25, 2007

Mr. Eric Clarkson, Mayor  
City of Chamblee  
5468 Peachtree Road  
Chamblee, GA 30341

Subject: City of Chamblee Intergovernmental Agreement  
For Implementation of NPDES Permit Requirements  
DeKalb County Contract No. 07-800306

Dear Mayor:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

DRH/drh

cc: w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 12 day of June, 2007, by and between the **CITY OF Chamblee**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

bc

with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

**7. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Chamblee  
Attn: Mayor  
  
Chamblee, Georgia 30341

and

Director of Public Works  
City of Chamblee  
  
Chamblee, Georgia 30341

DEKALB

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

and

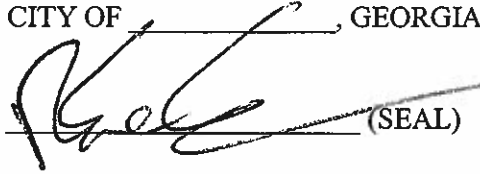
Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Chamblee" entered into between **DEKALB** and the **CITY** on or about Sept. 16, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

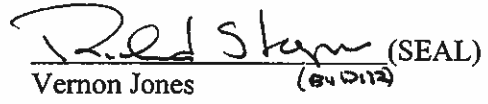
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF \_\_\_\_\_, GEORGIA

 (SEAL)

Mayor

DEKALB COUNTY, GEORGIA

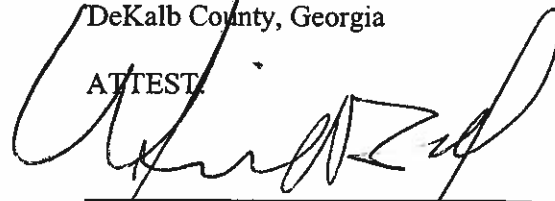
 (SEAL)  
Vernon Jones (84 0112)

Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

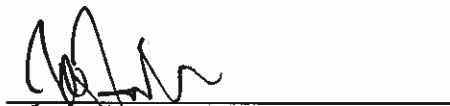
  
Witness

ATTEST:




Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
City Attorney  
City of Chamblee, Georgia


APPROVED AS TO FORM

  
County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

  
Public Works Department  
City of Chamblee

APPROVED AS TO SUBSTANCE:

  
William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia



**CITY OF CHAMBLEE - ATTACHMENT A  
STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT**

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X		N/A
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X	
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.	X		
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> A list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		

# STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X		
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X	
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
<b>22-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X	
<b>23-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>24-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>25-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>26-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>27-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>28-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	
<b>29-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	

BR

# STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>30-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
<b>31-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>32-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	

fb

## INTERGOVERNMENTAL AGREEMENT

**DEKALB COUNTY**, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the **CITY OF CLARKSTON**, Georgia, a municipality in the State of Georgia, whose address is 3921 Church Street, Clarkston, Georgia, 30021, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 17<sup>th</sup> day of May, 2006.

### WITNESSETH:

**WHEREAS**, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

**WHEREAS**, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

**WHEREAS**, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

**WHEREAS**, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 *et seq.*), and rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the rule of local governments in developing,

implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

**WHEREAS**, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

**WHEREAS**, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

**WHEREAS**, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

**WHEREAS**, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

**WHEREAS**, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

**WHEREAS**, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**1. Term**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

**2. Description of Services and Responsibilities of Each Party**

(A) The County agrees to perform the following services for and on behalf of the City:

- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
- (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;
- (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
- (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including dry weather screening for illicit connections, fecal coliform monitoring and water quality trend monitoring. The County will provide the City a copy of the County's monitoring and

sampling results on a yearly basis within thirty (30) days of the conclusion of each monitoring year;

- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting of the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement, along with a good faith estimate of revenues anticipated from the City's stormwater utility fee;
- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
- (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;

- (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting of the previous year's expenditures to the County on or before June 30 of each calendar year for the previous year's expenditures;
  - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
  - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
  - (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

### **3. Payments and Use of Funds**

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.



**4. Indemnification and Defense of Claims**

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

**5. Notice**

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia  
ATTN: Chief Executive Officer  
1300 Commerce Drive  
Decatur, Georgia 30030

and

DeKalb County Law Department  
ATTN: County Attorney  
1300 Commerce Drive  
5<sup>th</sup> Floor  
Decatur, GA 30030

To City:

City of Clarkston  
ATTN: Mayor  
3921 Church Street  
Clarkston, Georgia 30021

and

Frank J. Rhodes, Jr.  
City Attorney for Clarkston  
150 East Ponce de Leon Ave  
Suite 300  
Decatur, Georgia 30030

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

**6. Termination**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

**7. No Third Party Beneficiaries**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**9. Venue**

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**10. Successors and Assigns**

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

**11. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.


**12. Severability**

In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

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

**CITY OF CLARKSTON, GEORGIA**

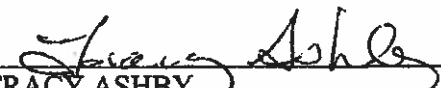
**DEKALB COUNTY, GEORGIA**

By:  (SEAL)  
**LEE SWANEY**  
Mayor  
City of Clarkston, Georgia

By: \_\_\_\_\_ (SEAL)  
**VERNON JONES**  
Chief Executive Officer  
DeKalb County, Georgia

**ATTEST:**

**ATTEST:**


  
**TRACY ASHBY**  
Clerk, City of Clarkston

\_\_\_\_\_  
**MICHAEL BELL**  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

  
City Attorney  
Clarkston, Georgia

  
Asst. County Attorney  
DeKalb County, Georgia

**Department of Public Works**  
**Office of the Director**  
**DeKalb County, Georgia**  
330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761

September 14, 2007

City of Clarkston  
Mayor Lee Swaney  
3921 Church Street  
Clarkston, Georgia 30021

RE: Stormwater Management Program (SWMP)  
NPDES IGA Agreements

Dear Mayor Swaney:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

cc:w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart

**Department of Public Works  
Office of the Director  
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761**

September 14, 2007

Mr. Andrew C. Zurow, Unit Coordinator  
Environmental Protection Division  
Watershed Protection Branch  
4200 International Parkway, Suite 101  
Atlanta, GA 30354

Subject: DeKalb County -- City of Clarkston Intergovernmental Agreement for  
Implementation of NPDES Permit Requirements  
Contract No. 07-800350

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Clarkston for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 11 day of September, 2006,<sup>7</sup> by and between the **CITY OF CLARKSTON**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or



damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

**7. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

**CITY**

City of Clarkston  
Attn: Mayor  
3921 Church Street  
Clarkston, Georgia 30021

and

Director of Public Works  
City of Clarkston  
3921 Church Street  
Clarkston, Georgia 30021

**DEKALB**

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

and

Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

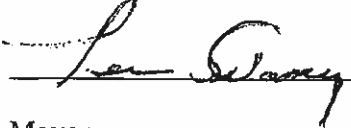
**9. ENTIRE AGREEMENT**

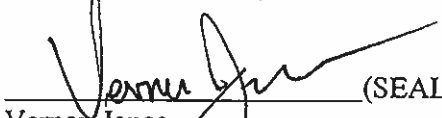
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Clarkston" entered into between **DEKALB** and the **CITY** on or about October 7, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

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

CITY OF Clarkston GEORGIA

DEKALB COUNTY, GEORGIA

 (SEAL)

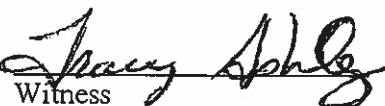
 (SEAL)

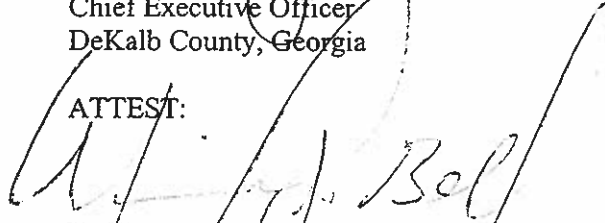
Mayor

Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:


ATTEST:

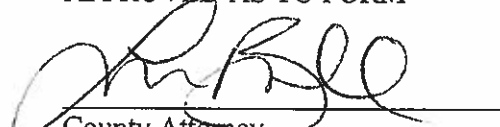
  
Witness

  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

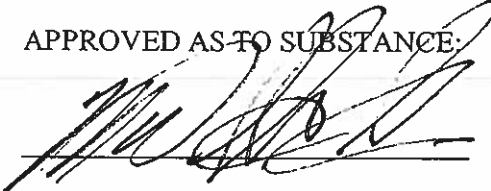
APPROVED AS TO FORM

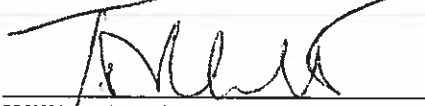
  
City Attorney  
City of Clarkston Georgia

  
County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO SUBSTANCE:

  
Public Works Department  
City of Clarkston

  
William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia

**CITY OF CLARKSTON - ATTACHMENT A  
STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT**

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X	
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X		
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.	X		
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.		X	
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		

# STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.			X
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.	X		
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
<b>22-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.	X		
<b>23-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>24-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>25-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>26-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>27-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>28-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	
<b>29-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	

## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>30-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
<b>31-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>32-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	
<b>33-Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X	

**Department of Public Works  
Office of the Director  
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761**

July 16, 2007

Mr. Hugh Saxon  
City of Decatur  
233 East Trinity Place  
Decatur, Georgia 30030

Subject: City of Decatur Intergovernmental Agreement  
For Implementation of NPDES Permit Requirements  
DeKalb County Contract No. 07-800313

Dear Hugh:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

DRH/drh

cc: w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 26 day of June, 2006,<sup>7</sup> by and between the **CITY OF Decatur**, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be



made for such cost and arrange for payment of such agreed upon cost.

**4. TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

**5. VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

**6. INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

**7. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties

hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

DEKALB

City of Decatur  
Attn: Mayor

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

Decatur, GA 30030

and

and

Director of Public Works  
City of Decatur

Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

Decatur, GA 30030

9. ENTIRE AGREEMENT

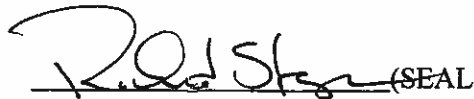
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Chamblee" entered into between **DEKALB** and the **CITY** on or about August 21, 1999. **DEKALB** and the **CITY** agree that such 1999 agreement has been terminated as of the effective date of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

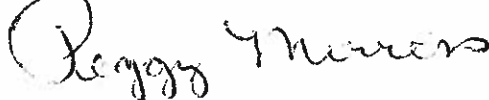
CITY OF DECATUR, GEORGIA

DEKALB COUNTY, GEORGIA

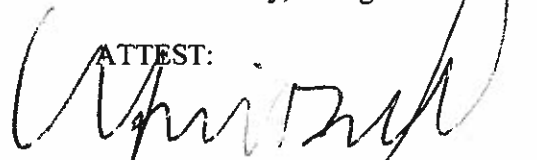
 (SEAL)  
Mayor

 (SEAL)  
Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

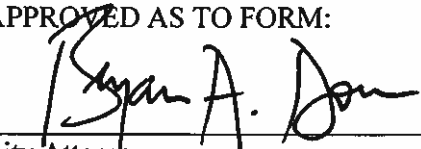
  
Witness

ATTEST:

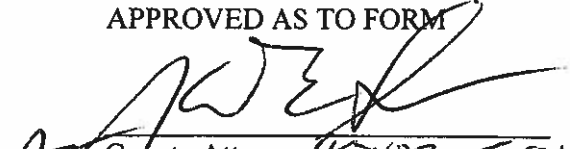
  
Michael Bell, Ex-Officio Clerk

Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

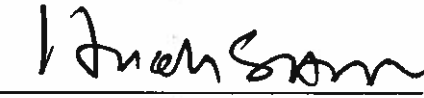
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Decatur, Georgia


APPROVED AS TO FORM

  
\_\_\_\_\_  
Ass. County Attorney (KENNETH G. FORT)  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
Public Works Department  
City of Decatur

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia

**CITY OF DECATUR - APPENDIX A  
STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT**

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X		
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X		
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.	X		
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stencilling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.	X		
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		

# STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X		
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X		
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.	X		
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
<b>22-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>23-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>24-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>25-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>26-Public Education:</b> Educate the general public, through distribution of fliers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>27-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.	X		
<b>28-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	
<b>29-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		

## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>30-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>31-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	
<b>32-Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X	

## INTERGOVERNMENTAL AGREEMENT

**DEKALB COUNTY**, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the **CITY OF DORAVILLE**, Georgia, a municipality in the State of Georgia, whose address is 3725 Park Avenue, Doraville, Georgia 30340, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 21 day of March, 2005.

### WITNESSETH:

**WHEREAS**, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

**WHEREAS**, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

**WHEREAS**, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

**WHEREAS**, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 *et seq.*), and rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the rule of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

**WHEREAS**, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

**WHEREAS**, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the

existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

**WHEREAS**, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

**WHEREAS**, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

**WHEREAS**, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

**WHEREAS**, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

**1. Term**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

**2. Description of Services and Responsibilities of Each Party**

(A) The County agrees to perform the following services for and on behalf of the City:

- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
- (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;



- (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
- (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including conducting an illicit discharge detection program;
- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting of the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement;

- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City. At the present time the City intends to arrange with the County Tax Commissioner to perform billing and collection services for the City;
  - (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
  - (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting of the previous year's expenditures to the County on or before March 31 of each calendar year;
  - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
  - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
  - (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

### **3. Payments and Use of Funds**

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater

fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

**4. Indemnification and Defense of Claims**

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

**5. Notice**

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia  
ATTN: Chief Executive Officer  
1300 Commerce Drive  
Decatur, Georgia 30030

and

DeKalb County Law Department  
ATTN: County Attorney  
1300 Commerce Drive  
5<sup>th</sup> Floor  
Decatur, GA 30030

To City:

City of Doraville  
ATTN: Mayor  
3725 Park Avenue  
Doraville, Georgia 30340

and

City of Doraville Law Department  
ATTN: Rick Powell, City Attorney  
3295 River Exchange Drive  
Suite 170  
Norcross, GA 30092

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

**6. Termination**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party

with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

**7. No Third Party Beneficiaries**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**9. Venue**

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**10. Successors and Assigns**

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

**11. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

**12. Severability**

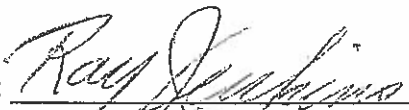
In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

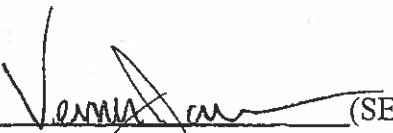
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed

in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

**CITY OF DORAVILLE, GEORGIA**

**DEKALB COUNTY, GEORGIA**

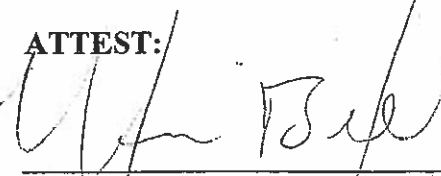
By:  (SEAL)  
**RAY JENKINS**  
Mayor  
Doraville, Georgia

By:  (SEAL)  
**VERNON JONES**  
Chief Executive Officer  
DeKalb County, Georgia

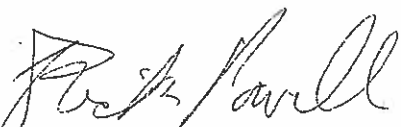
**ATTEST:**

  
**BETTY CLOER**  
City Clerk


**ATTEST:**

  
**MICHAEL BELL**  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

  
**HUGH R. POWELL, JR.**  
City Attorney  
Doraville, Georgia

**APPROVED AS TO FORM:**

  
Asst. County Attorney  
DeKalb County, Georgia

**Department of Public Works**  
**Office of the Director**  
**DeKalb County, Georgia**  
330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761

September 14, 2007

City of Doraville  
Mr. Ron Buice  
3725 Park Avenue  
Doraville, Georgia 30340

RE: Stormwater Management Program (SWMP)  
NPDES IGA Agreement

Dear Mr. Buice:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

cc:w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart

**Department of Public Works  
Office of the Director  
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761**

September 14, 2007

Mr. Andrew C. Zurow, Unit Coordinator  
Environmental Protection Division  
Watershed Protection Branch  
4200 International Parkway, Suite 101  
Atlanta, GA 30354

Subject: DeKalb County – City of Doraville Intergovernmental Agreement for  
Implementation of NPDES Permit Requirements  
Contract No. 07-800349

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Doraville for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 11 day of September, 2007, by and between the **CITY OF DORAVILLE**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.



**NOW, THEREFORE,** for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

**3. PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

**4. TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

**5. VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

**6. INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

**7. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**8. NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

**CITY**

City of Doraville  
Attn: Mayor  
3725 Park Avenue  
Doraville, Georgia 30340

and

Director of Public Works  
City of Doraville  
3725 Park Avenue  
Doraville, Georgia 30340

**DEKALB**

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

and

Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

**9. ENTIRE AGREEMENT**

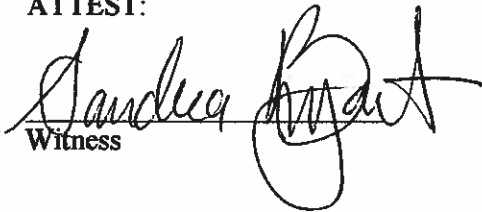
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Doraville" entered into between **DEKALB** and the **CITY** on or about September 3, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

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

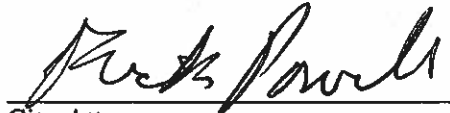
CITY OF DORAVILLE, GEORGIA

 (SEAL)  
Mayor

ATTEST:

  
Witness

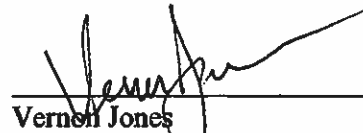
APPROVED AS TO FORM:

  
City Attorney  
City of Doraville, Georgia

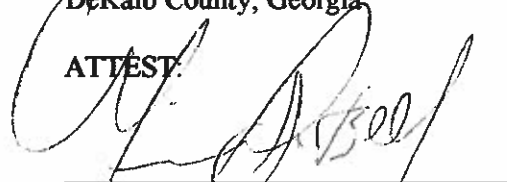
APPROVED AS TO SUBSTANCE:

N/A  
Public Works Department  
City of Doraville


DEKALB COUNTY, GEORGIA

 (SEAL)  
Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

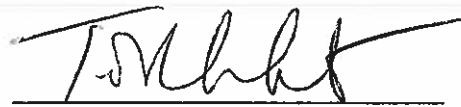
ATTEST:

  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

  
William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia

**CITY OF DORAVILLE - ATTACHMENT A  
STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT**

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X	
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X	
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.	X		
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X	
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	X	

## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X		
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X	
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
<b>24-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X	
<b>25-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>26-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>27-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>28-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>29-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>30-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	
<b>31-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	

## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>32-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
<b>33-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>34-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 27 day of June, 2006, by and between the City of Lithonia, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System hereinafter referred to as ("NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.



**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

City of Lithonia

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:



CITY of Lithonia  
Address: 2614 Max Cleland Blvd.  
Lithonia, GA 30058

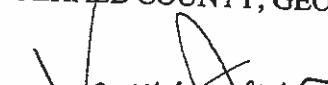
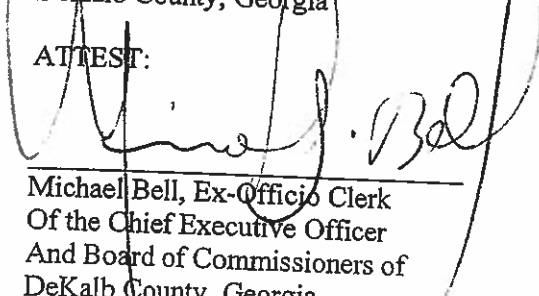
DEKALB  
DeKalb County, Georgia  
Attn: \_\_\_\_\_  
1300 Commerce Drive  
Decatur, GA 30030

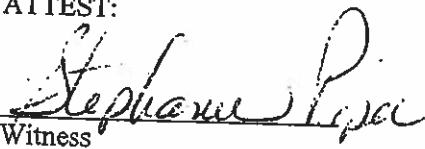
9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

  
Darold T. Honore (SEAL)  
  
Lithonia

DEKALB COUNTY, GEORGIA  
  
Vernon Jones (SEAL)  
Chief Executive Officer  
DeKalb County, Georgia  
ATTEST:  
  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

ATTEST:  
  
Witness

APPROVED AS TO FORM:

Carol Summer Black

City Attorney

City of Atlanta Georgia

*Stephanie Fusi*  
*with Expressed Permission*

APPROVED AS TO FORM

[Signature]

Assoc. County Attorney

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

[Signature]

William "Ted" Rhinehart, Director  
Public Works Department

# STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X	
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X	
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
<b>6-Drainage System Maintenance:</b> Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.		X
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
<b>11-Educational Materials:</b> Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
<b>14-Enforcement:</b> Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	

# STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
<b>18-Construction Plan Review and Site Management:</b> Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
<b>21-Illicit Discharge Detection and Elimination Program:</b> A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
<b>22-Outfall Location:</b> Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
<b>23-Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
<b>24-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X
<b>25-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X
<b>26-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
<b>27-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
<b>28-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
<b>29-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
<b>30-Development and Implementation of Total Maximum Daily Load (TMDL):</b> Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

**STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA**

DESCRIPTION OF SERVICE	CITY	COUNTY
<b>31-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
<b>32-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
<b>33-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
<b>34-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
<b>35-Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X

**Department of Public Works**  
**Office of the Director**  
**DeKalb County, Georgia**  
330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761

October 31, 2007

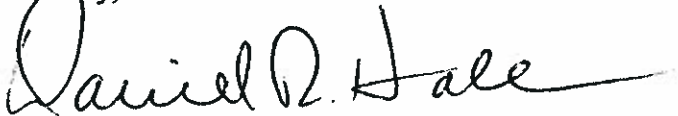
City of Lithonia  
Mayor Donald T. Honore'  
2614 Max Cleland Boulevard, Suite C  
Lithonia, Georgia 30358

RE: Stormwater Management Program (SWMP)  
NPDES IGA Agreements

Dear Mr. Rabun:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.  
Assistant Public Works Director

cc:w/enclosure  
Carl Glover  
Sam Brannen  
Cedric Hudson

cc:  
Ted Rhinehart



**Department of Public Works  
Office of the Director  
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030  
TEL: (404) 371-4778 FAX: (404) 371-4761**

October 31, 2007

Mr. Andrew C. Zurow, Unit Coordinator  
Environmental Protection Division  
Watershed Protection Branch  
4200 International Parkway, Suite 101  
Atlanta, GA 30354

Subject: DeKalb County – City of Lithonia Intergovernmental Agreement for  
Implementation of NPDES Permit Requirements  
Contract No. 07-800381

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Lithonia for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT  
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia  
County of DeKalb

This Agreement, made and entered into on the 10<sup>th</sup> day of September, 2007, by and between the **CITY OF LITHONIA**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and


WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;


WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the CITY effective upon execution of this Agreement for a period not to exceed ~~five~~ (50) years from the execution date.

~~five (5)~~   
**NOW, THEREFORE,** for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the CITY and DEKALB as follows:

1. **TERM**

  
This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 20~~54~~<sup>55</sup>, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. CITY has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of DEKALB.
- b. Whenever DEKALB intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the CITY does not enact amendments at least as stringent as those adopted by DEKALB within 30 days of DEKALB's enactment, this Agreement will terminate.
- c. The CITY will enforce the CITY's storm water management ordinance with respect to discharges occurring within the corporate boundaries of the CITY, up to and including prosecution of violations in the CITY's municipal court.
- d. CITY shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the CITY, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. DEKALB will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing CITY's stormwater management ordinance on behalf of CITY.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

**DEKALB** or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of DEKALB engaged in services rendered pursuant to this Agreement.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

**CITY**

City of Lithonia  
Attn: Mayor  
2614 Max Cleland Blvd.  
Lithonia, Georgia 30058

and

Director of Public Works  
City of Lithonia  
2614 Max Cleland Blvd.  
Lithonia, Georgia 30058

**DEKALB**

DeKalb County, Georgia  
Attn: Director of Finance  
1300 Commerce Drive  
Decatur, Georgia 30030

and

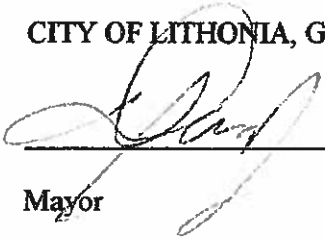
Director of Public Works  
DeKalb County, Georgia  
330 W. Ponce de Leon Ave.  
Decatur, Georgia 30030

9. **ENTIRE AGREEMENT**

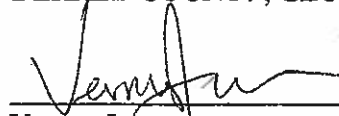
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between DEKALB and the CITY pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Lithonia" entered into between DEKALB and the CITY on or about December 31, 1996. DEKALB and the CITY agree that such 1996 agreement has been terminated as of the effective date of this Agreement.

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

CITY OF LITHONIA, GEORGIA

  
\_\_\_\_\_  
(SEAL)  
Mayor

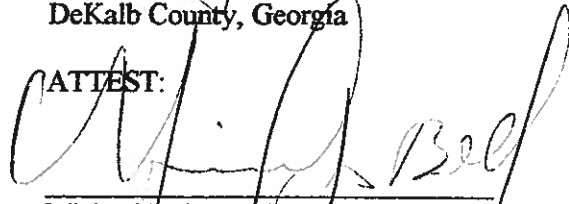
DEKALB COUNTY, GEORGIA

  
\_\_\_\_\_  
(SEAL)  
Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

  
\_\_\_\_\_  
Witness


ATTEST:

  
\_\_\_\_\_  
Michael Bell, Ex-Officio Clerk  
Of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
City of Lithonia, Georgia


APPROVED AS TO FORM

  
\_\_\_\_\_  
Asst. County Attorney  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

N/A  
\_\_\_\_\_  
Public Works Department  
City of Lithonia

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
William "Ted" Rhinehart, Director  
Public Works Department  
DeKalb County, Georgia

**CITY OF LITHONIA - ATTACHMENT A**  
**STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT**

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>1-Industrial/Commercial Stormwater Inspection:</b> Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X		
<b>2-Drainage System Inspection:</b> Inspect the surface and subsurface for stormwater conveyance.	X		
<b>3-Catch Basin/Pipe Cleaning:</b> Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
<b>4-Residential Detention Pond Maintenance:</b> Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X	
<b>5-Commercial Detention Pond Inspection &amp; Enforcement:</b> Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
<b>6-Drainage System Maintenance:</b> Maintain and repair the municipal separate storm sewer system within the City limits.		X	
<b>7-Curb Raising to prevent flooding:</b> Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
<b>8-Right of Way Ditch Maintenance:</b> Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X	
<b>9-Provide Rubble Rock to Citizens for erosion protection:</b> Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
<b>10-Provide Pipe to Citizens for pipe extension:</b> Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
<b>11-Educational Materials:</b> Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
<b>12-Stenciling:</b> A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
<b>13-Inspection of Highly Visible Pollution Sources:</b> Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
<b>14-Enforcement:</b> Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
<b>15-Impaired Stream 303(d) List:</b> a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
<b>16-Citizen Pollution Report Program:</b> A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.		X	
<b>17-Watershed Management:</b> A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		

# STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>18-Construction Site Plan Review, Permitting and Construction Site Management:</b> Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
<b>19-Litter Removal Activities:</b> Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
<b>20-Street Sweeping Program:</b> Use of mechanical methods to remove macro or micro materials and debris from the street.			X
<b>21- Illicit Discharge Detection and Elimination Program:</b> In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
<b>21-A - Inventory Mapping:</b> Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
<b>21B - Dry Weather Illicit Discharge Screening:</b> Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.	X		
<b>21C - IDDEP Enforcement:</b> Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
<b>24-Pond Retrofit Program:</b> A program to change pond structure to improve water quality.		X	
<b>25-Septic Tank Program (Educating Owner &amp; Mapping):</b> A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
<b>26-Pollution Prevention Plan for City's Facilities:</b> A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
<b>27-Storm Water Sampling of Facilities:</b> Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
<b>28-Floodplain Management Program:</b> A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
<b>29-Public Education:</b> Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
<b>30-Development and Implementation of TMDL Improvement Plan:</b> Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	
<b>31-Workshop for Citizens:</b> Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	



## STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
<b>32-Web-site Establishment for Storm Water Management:</b> Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
<b>33-Water Quality Trend Monitoring:</b> Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
<b>34-Fecal Coliform Monitoring:</b> Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	

DeKalb County  
Contract No. 1556347

INTERGOVERNMENTAL AGREEMENT

DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the CITY OF STONE MOUNTAIN, Georgia, a municipality in the State of Georgia, whose address is 922 Main Street, Stone Mountain, Georgia 30083, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 14<sup>th</sup> day of June, 2004<sup>5</sup>.

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein:

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

WHEREAS, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987

Your Copy:  
Original to  
Sam Brannan  
10/21/05 RB.

(33 U.S.C. 1251 *et seq.*), and the rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the role of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

WHEREAS, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

WHEREAS, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities.

WHEREAS, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

WHEREAS, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

WHEREAS, the City desires to have the County continue to perform and provide certain stormwater services and facilities as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the



before March 30 of each year;

- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.
- (B) The City agrees to perform the following:
- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
  - (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
  - (3) The City shall annually submit on or before January 31 a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement;
  - (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
  - (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
  - (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting to the County on or before June 30 of each year for the previous year's expenditures;
  - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs;
  - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein.
- (D) In no event shall the County be obligated to undertake or expend monies on the

above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

### 3. Payments and Use of Funds

The City shall annually transfer to the County, on or before March 31, the stormwater utility fees it has collected or received for the previous year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

### 4. Indemnification and Defense of Claims

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

### 5. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:



shall be brought in the courts of DeKalb County, Georgia.

10. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

12. Severability

In the event any section of this Agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Agreement.

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

STONE MOUNTAIN, GEORGIA

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)  
GARY PEWT  
Mayor  
Stone Mountain, Georgia

By: [Signature] (SEAL)  
VERNON JONES  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

ATTEST:



*Denise Hicks*  
Signature

*Denise Hicks*  
Name (Typed or Printed)

*City Clerk*  
Title

*Michael Bell*

MICHAEL BELL  
Ex-Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

*Joe Fowler*

JOE FOWLER  
City Attorney  
Stone Mountain, Georgia

APPROVED AS TO FORM:

*Asst. County Attorney*

Asst. County Attorney  
DeKalb County, Georgia

DeKalb County  
Contract No. 556367



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: DEKALB COUNTY**

**Service: Cemetery**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Fund (Pauper Cemetery Only)
Cities of Decatur, Lithonia, and Stone Mountain	General Fund & User Fees

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	Enterprise Fund
City of Atlanta	Enterprise Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

# DeKalb County Service Delivery Strategy 2010

## Leisure Services in DeKalb Municipalities and Atlanta

Leisure Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	D	D	D	D	D	D	D	DC	DC	D	D
Recreation Programs	D	D	D	D	D	D	D	DC	DC	D	D
Libraries	DC	DC	DC	DC	DC	IG-DC	IG-DC	DC	DC	DC	D

### Definitions

<b>PARKS</b>	Physical facilities.
<b>RECREATION PROGRAMS</b>	Conducted by formal, paid staff; not to include volunteer community programs.
<b>LIBRARIES</b>	Self explanatory.

- D:** Direct
- IG-DC:** Intergovernmental Agreement with DeKalb County
- IG-A:** Intergovernmental Agreement with an Authority
- J:** Joint Agreement
- C:** Contract
- A:** Authority
- IGA-ATL:** Intergovernmental Agreement with Atlanta
- N/A:** Not Available
- DC:** DeKalb County



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY:DEKALB COUNTY**

**Service:Parks**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
All	General Fund, User Fees and bonded debt.

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Lease Agreement	DeKalb County with Lithonia	1/01/78-12/31/03

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

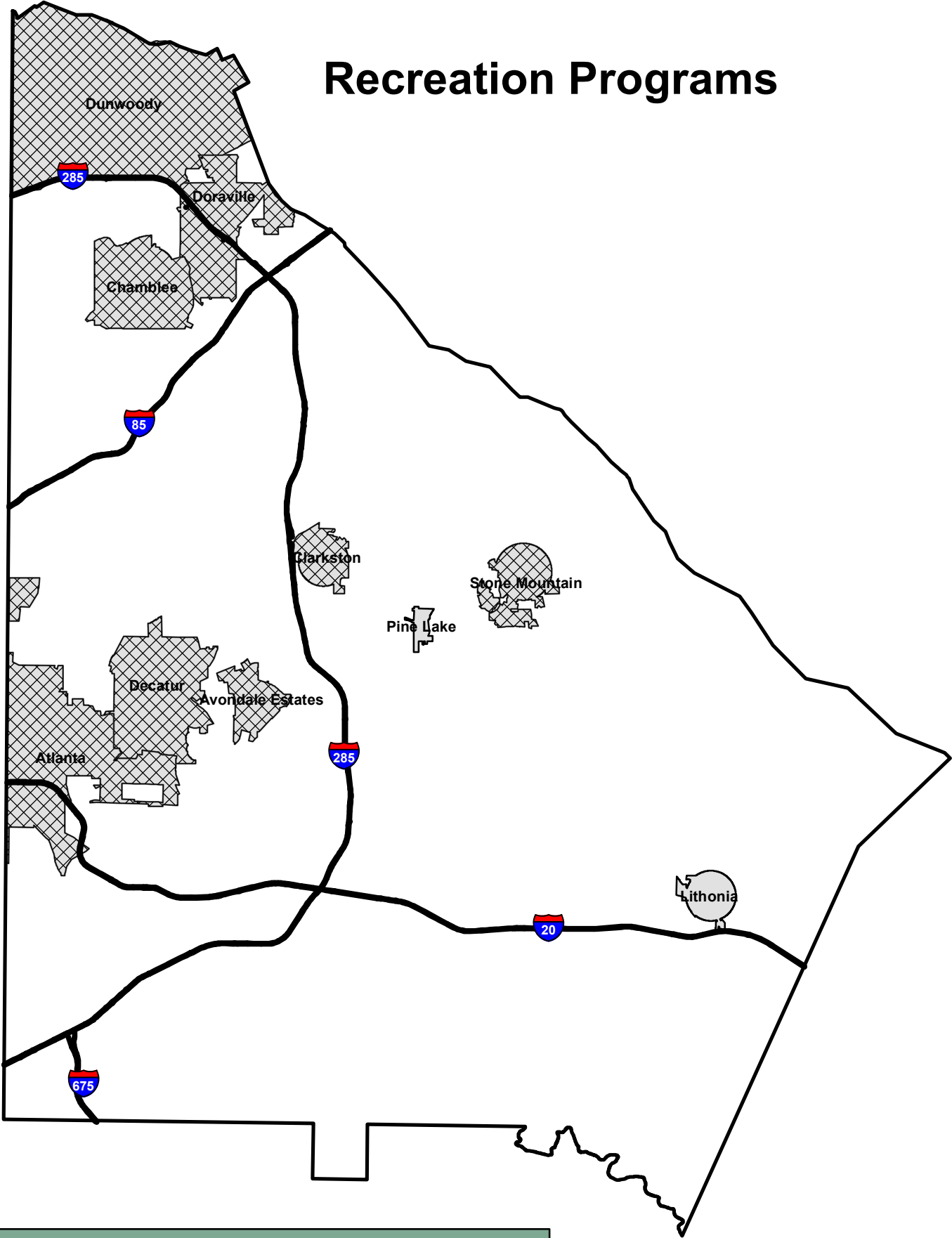
If not, provide designated contact person(s) and phone number(s) below:



**Explanation for Continuing the Arrangement:**



**Overlapping but higher level of service.**

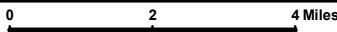
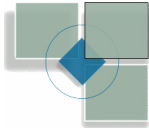
# Recreation Programs



Department of Planning & Development- Long Range Planning Section

## Recreation Programs

-  Service Provided by DeKalb County
-  Municipality Responsible for Service



Created: 11/18/10  
 Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission

GEORGIA--DEKALB COUNTY

THIS LEASE AGREEMENT, made and entered into on this the <sup>De</sup>13<sup>th</sup> day of December, 1977, by and between CITY OF LITHONIA, a municipal corporation of DeKalb County, Georgia, hereinafter called the "Lessor" and DEKALB COUNTY, hereinafter called the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee that certain property described on Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as "park" for a period of twenty five years, beginning on the 1st day of January, 1978, and ending on the 31st day of December, 2003.

2. The Lessee agrees to pay to Lessor the sum of \$1.00 per year for the rental of the park property.

3. This lease agreement is for the purpose of the Lessee; maintaining the property described as park property as a park facility.

4. The Lessee shall at its own expense, improve said property for use as a recreational area and may erect such improvements as it may require for said use.

5. The Lessor hereby grants to DeKalb County an easement of ingress and egress over, through and upon the property of the Lessor being designated as existing park. Said easement shall remain open for the benefit and use of the Lessee, and the public as shall be determined by necessity.

6. The Lessee shall make the park open and available to all citizens of the county.

7. This lease is the entire agreement of the parties, and they shall not be bound by any statement, agreement, or understanding not contained herein. This Lease shall not be modified, altered or amended except in writing, executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered  
in the presence of

CITY OF LITHONIA

BY: Dunn Casner  
Mayor

Attest: Irene Stewart  
City Clerk

John W. Robins  
JOHN W. ROBINS  
NOTARY PUBLIC  
JAMES J. BLALOCK JR.  
Notary Public, Georgia State (Large)  
My Commission Expires 11/78

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 136 of the 16th District DeKalb County, Georgia and being more particularly described as follows:

From an iron pin at the intersection of the northern right of way of Parkway Road and the western land lot line of Land Lot 136 proceed northerly along said western land lot line a distance of 589.00 feet to an iron pin and the Point of Beginning; thence continuing along said western land lot line N 03° 03'34"E a distance of 1252.10 feet to an iron pin found in the creek at the point where said creek intersects said western land lot line; thence southeasterly following the centerline of said creek approximately 2,223.5 feet to an iron pin; thence N 86° 18'58" W a distance of 1,132.79 feet to an iron pin, said pin being the northwest corner of the B. A. Johnson property; thence N 87° 04'56" W a distance of 330.78 feet to an iron pin and the point of beginning; specifically excluded from said tract of land is an out parcel containing 0.920 acres owned by B. A. Johnson.

Said tract of land, excluding said out parcel, contains 17.252 acres and is more clearly shown on a plat of survey by Hartrampf/Powell, Inc. dated December 15, 1977 by A. Gordon Persons, III, Ga. Reg. No. 1918.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

DEKALB COUNTY, GEORGIA

By: Walter Russell  
Mr. Walter B. Russell, Jr., Chairman  
Board of Commissioners

Date: January 5, 1978

Ronald C. Chesser

Clerk, DeKalb County  
Board of "

DeKalb County  
Contract No. 78-1612

Approved as to form:

George P. Beard



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:DEKALB COUNTY**

**Service:Recreation 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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County, Atlanta, Chamblee,	General Fund, User Fees and bonded debt.
Decatur, Doraville, Pine Lake, and	
Stone Mountain	

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Lease Agreement	DeKalb County with Lithonia	1/01/78-12/31/03

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?

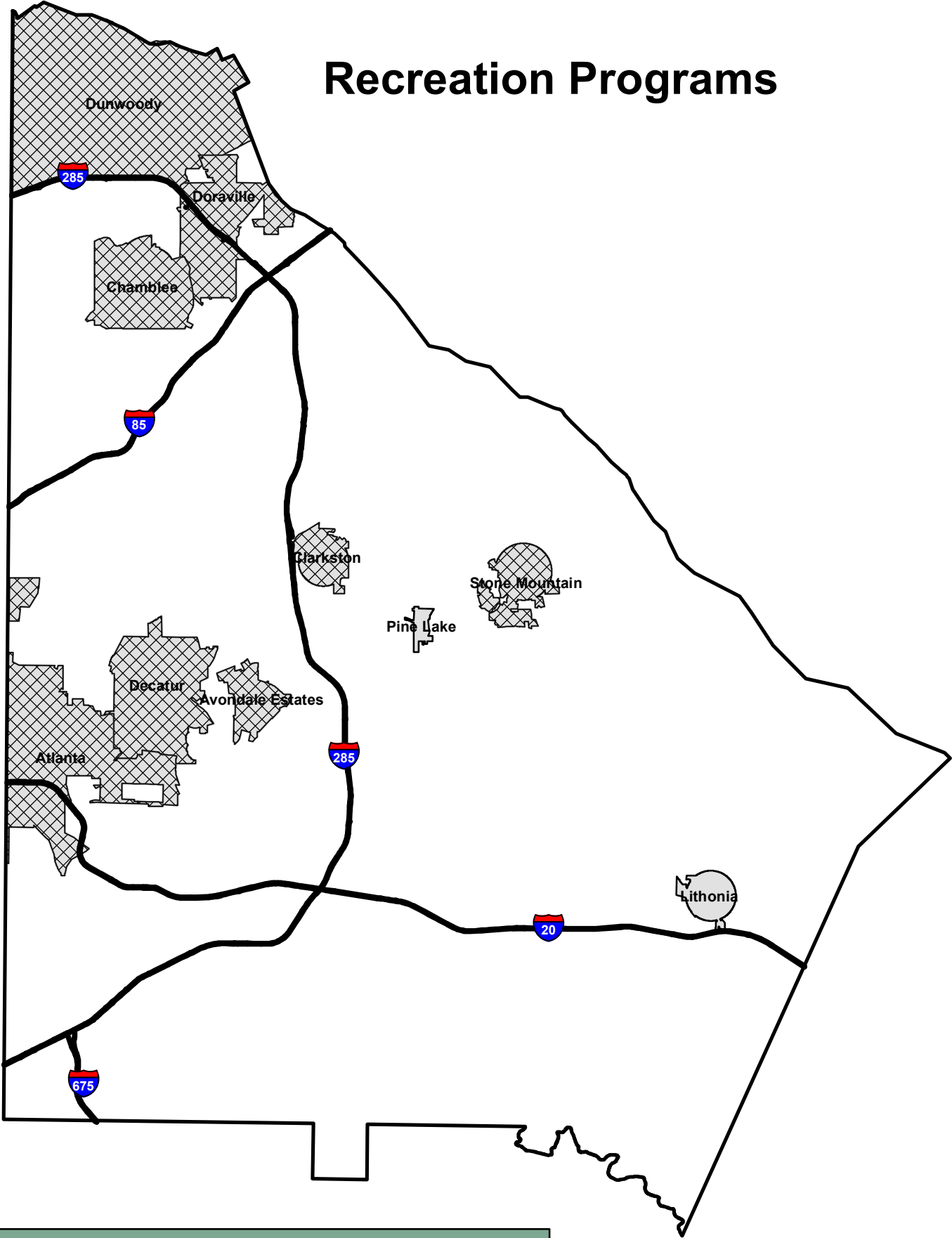
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

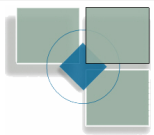
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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



# Recreation Programs

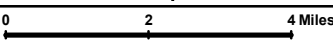


Department of Planning & Development- Long Range Planning Section



## Recreation Programs

-  Service Provided by DeKalb County
-  Municipality Responsible for Service



Created: 11/18/10  
Source: DeKalb County Planning & Development Dept/GIS Dept /Atlanta Regional Commission





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: DEKALB COUNTY

Service: Libraries

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	General Fund, State Grants, and Bonded debt.
City of Doraville, City of Decatur	General Fund

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Library Services	City of Decatur with Library Board of Trustees	3/05/98-3/04/01
	City of Doraville with DeKalb County Library	1991- (year to year)

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

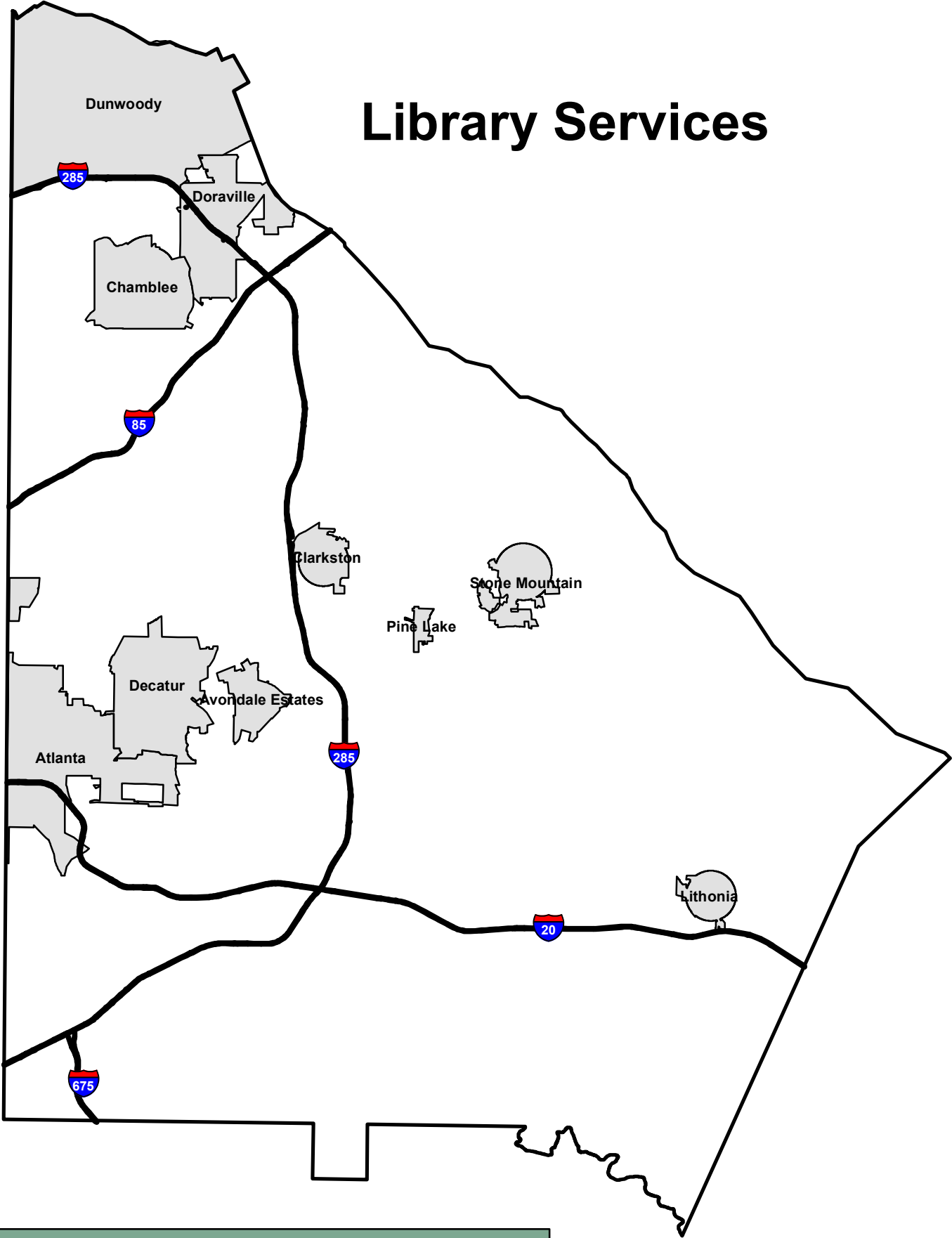
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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

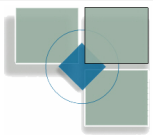
**Explanation for Continuing the Arrangement:**

Overlapping but higher level of service.

# Library Services



Department of Planning & Development- Long Range Planning Section



## Library Services

 Service Provided by DeKalb County

0 2 4 Miles

Created: 11/18/10  
Source: DeKalb County Planning & Development Dept/GIS Dept  
/Atlanta Regional Commission

STATE OF GEORGIA  
COUNTY OF DEKALB

A G R E E M E N T

This Agreement entered into by and between DEKALB COUNTY PUBLIC LIBRARY, acting by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the CITY OF DORAVILLE, a municipal corporation of the State of Georgia (hereinafter referred to as "Doraville");

W I T N E S S E T H

WHEREAS, Doraville and DeKalb Library have over a period of many years maintained an informal working arrangement for the use of the Doraville Library, located at 3748 Central Avenue, Doraville, DeKalb County, Georgia (hereinafter referred to as the "Doraville Library"), which arrangement has been and is for the mutual benefit for the City of Doraville, DeKalb County and surrounding communities; and

WHEREAS, Doraville and DeKalb Library have for the past three (3) years also operated under a written document; and

WHEREAS, the parties are desirous of providing written terms and conditions of their continuing agreement for the use and availability of library facilities and services,

NOW, THEREFORE, it is agreed as follows:

1.

Doraville shall cooperate with DeKalb Library to promote, develop and improve library service to all participants to meet their functional, educational and recreational needs. To ensure consistent application of county policies and regulations, the representative appointed by City of Doraville to serve on the DeKalb County Public Library Board, the Doraville Mayor, the Doraville librarian, and the Library Branch Coordinator will regularly communicate and meet when the same is deemed appropriate concerning services, programs, and funding that are relevant to Doraville. DeKalb's Branch Coordinator

assigned to the Doraville Library will maintain a constant close contact with the Doraville Library and will regularly review the library's adherence to library policies and procedures. DeKalb Library shall provide a written status report to the Doraville City Commission on an annual basis, as a part of the annual report submitted to the Georgia Division of Public Library Services on or about August 1st of each year.

2.

Doraville shall continue to provide and operate the Doraville Library for public library purposes under the provisions of this Agreement while the same is in effect. Maintenance and repair of the Doraville Library building, grounds, parking and related facilities shall be the sole responsibility of Doraville.

3.

In the event of a vacancy in the position of the Librarian for the Doraville Library, Doraville shall select a Librarian from a list of two (2) or more persons acceptable to Doraville for that position by a committee composed of the following: the Doraville representative to the DeKalb County Public Library Board; the DeKalb County Public Library Director or his/her designated representative; and the Georgia Division of Public Library Services Director or his/her designated representative. The Doraville Librarian shall hold a Master's degree in Library Science from an American Library Association accredited school and be certified as a professional Librarian by the Georgia State Board for Certification of Librarians.

4.

The Doraville Librarian shall have the responsibility of recommending other Doraville Library personnel to Doraville and Doraville shall be solely and separately responsible for hiring, compensation and other benefits of the Librarian and all other Library personnel. Doraville Library personnel shall be governed by all applicable personnel policies established by Doraville. DeKalb Library administrative personnel may provide general consultation and assistance to Doraville in the selection of other library personnel, if requested.

5.

DeKalb Library shall be solely responsible for furnishing the following services:

- (a) Order and process library materials in accordance with approved DeKalb Library collection development policy;
- (b) Process library materials;
- (c) Provide courier service between Doraville and other county branch libraries;
- (d) Provide a large print book deposit;
- (e) Provide Interlibrary Loan Service;
- (f) Provide Interbranch Loan Service;
- (g) Provide and maintain NOTIS integrated automation system, including materials circulation, library card registration, and LUIS (automated public catalog)
- (h) Maintain billing and overdue operations;
- (i) Provide limited printing of branch publicity items;
- (j) Provide consultant services of administrative personnel;
- (k) Maintain library materials allocation equitable with other DeKalb facilities of comparable size.

6.

All fines, fees and other charges shall be established in accordance with DeKalb Library policy. All monies collected from fines, fees and other charges in connection with the operation of the Doraville Library shall be remitted from Doraville City office to the DeKalb Library Financial Officer on a monthly basis. Fees collected by Doraville Library for meeting room maintenance shall be retained by Doraville.

Doraville shall provide all office and other supplies for the operation of the Doraville Library with the exception of library supplies directly related to the circulation of materials.

Any and all professional travel undertaken by any staff member of the Doraville Library shall be at the expense of Doraville.

7.

The Doraville Library shall operate according to the policies, rules and regulations of the DeKalb Library. In the event of any conflict, County policies shall take precedence.

The Doraville Library will follow the DeKalb Library collection development policy for procurement of books and other library materials.

The Doraville Library shall provide free service to all residents of DeKalb County.

DeKalb's Branch Coordinator will annually provide to Doraville a recommended schedule of hours of operation and holidays. Doraville will return adopted schedule to Branch Coordinator in sufficient time to be included in annual staff information directory. In case of emergency closure, Doraville Mayor's office will notify the Branch Coordinator and place appropriate signage on Doraville Library.

8.

Doraville shall furnish DeKalb Library a certified audit, showing the receipt and expenditure of all funds utilized in the operation of the Doraville Library, on an annual basis and for the State of Georgia fiscal year period.

Doraville audit shall be furnished promptly after same has been received.

The City of Doraville shall provide in an accurate and timely manner all information required by the DeKalb Library administration to complete county, state, and federal reports, including all income expenditures and other financial arrangements made to or on behalf of the Doraville Library.

9.

DeKalb County Public Library Board Constitution and Bylaws authorize the Mayor and City Commission of Doraville to appoint one representative to the DeKalb County Public Library Board. While an agreement is in force, such representative shall serve a term of four (4) years, with a maximum of twelve (12) consecutive years.



10.

The City of Doraville will ensure that the Doraville Library abides by all the requirements for the operation of libraries as stated in the Official Code of Georgia Annotated and the Criteria for Approval of State Aid, and other specialized requirements as set by the Georgia Division of Public Library Services, State Department of Education.

11.

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any term, condition, or provision of this Agreement will be valid, or of any force or effect, unless made in writing and properly executed by the parties' authorized representative.

12.

For the purpose of this Agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

DeKalb County Public Library:

Director  
DeKalb County Public Library  
1300 Commerce Drive  
Decatur, Georgia 30030

Doraville:

Librarian  
Doraville Library  
3748 Central Avenue  
Doraville, Georgia 30340

with copy to: Doraville Mayor and Commission  
Doraville City Hall  
3725 Park Avenue  
Doraville, Georgia 30340

13.

This Agreement shall remain in full force and effect for a period of three (3) years from this date and, thenceforth, from year to year. This Agreement shall continue from year to year unless either DeKalb Library or Doraville wishes to cancel. Cancellation can only occur at the end of any state fiscal year, June 30, by written notification not less than six months prior to the end of any such fiscal year.

14.

In case of dissolution, the collection of books and other materials, as well as all equipment provided through DeKalb County funds will revert to DeKalb. The building and equipment purchased with Federal or Doraville funds will revert to the City of Doraville.

15.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have under their hands and seals caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative on this the 1st day of January, 1991.

CITY OF DORAVILLE:

By: *Clyde A. Fish* (SEAL)  
Doraville Mayor

DEKALB COUNTY PUBLIC LIBRARY:

By: *Virginia M. McCurdy* (SEAL)  
Chair, Library Board of Trustees

By: *Donna D. Mancini* (SEAL)  
Library Director

STATE OF GEORGIA  
COUNTY OF DEKALB

THIS AGREEMENT is hereby entered into this 11<sup>th</sup> day of May, 1998, between the DeKalb County Public Library, by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the City of Decatur, a municipal corporation of the State of Georgia (hereinafter referred to as "Decatur").

DeKalb Library gratefully acknowledges the cooperation of Decatur in obtaining necessary legal papers and the gift of real property so that DeKalb Library could proceed with the addition to the Maud M. Burrus (now named Decatur) Library and its parking facilities.

I. PURPOSE

- 1.1 General Intent. The purpose of this agreement is to set forth guidelines of a cooperative effort between the DeKalb Library and Decatur to provide and improve library service to the general public.

II. TERM OF AGREEMENT

- 2.1 General Term. This agreement shall begin on its date of execution and continue for a period of three (3) years. Its expiration shall automatically occur on the final day without further notice or action by any party.
- 2.2 Option to Renew. Upon conclusion of the initial term, Decatur shall have the option to renew this Agreement for an additional three year period. In order to properly utilize this option to renew, Decatur must provide notice of its intent to exercise such option no later than ninety (90) days prior to the expiration of the current term.

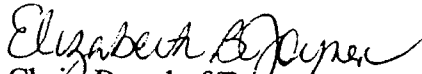
III. BOARD APPOINTMENT

- 3.1 Decatur shall have the right and privilege to appoint one member to the DeKalb County Library Board of Trustees as provided in the Constitution of the DeKalb Library, Article VI. (ratified 2/13/89).
- 3.2 Term of Office. the term of office of the Board member from Decatur shall be provided in the Constitution of the DeKalb Library, Article VI., Section 2.

IV. FINANCIAL SUPPORT.

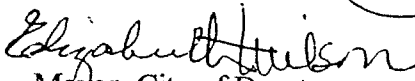
- 4.1 Decatur shall continue its financial support to the DeKalb Library on an ongoing basis. This contribution shall be in an amount determined by the Board of Commissioners of Decatur but shall not be less than \$1,000 per year. This contribution shall be placed in the book budget.
- 4.2 Payments are to be made annually within thirty days after the beginning of Decatur's fiscal year.

DEKALB:

BY:   
Chair, Board of Trustees

BY:   
Director, DeKalb Library System

DECATUR:

BY:   
Mayor, City of Decatur

BY:   
City Clerk, City of Decatur

SO EXECUTED, this 5<sup>th</sup> day of March, 1998.

# DeKalb County Service Delivery Strategy 2010

## Health and Social Services Services in DeKalb County Cities

Health and Social Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County as an enterprise fund paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.									D
Hospital	N/A										D
Mental Health / Substance Abuse	N/A										D
Welfare	N/A										D
Senior Services	N/A										D

### Definitions

<b>PHYSICAL HEALTH:</b>	Services provided by the DeKalb County Board of health, including primary health care and clinical laboratory services such as immunizations, flu shots, hearing and vision examinations, prenatal services, adolescent health services and communicable disease clinics. Services also include injury control, birth and death certificates, health data collection and through the Environmental Health Division the inspection of restaurants, swimming pools and septic tanks. The board of Health is funded through the Georgia Department of Human Resources, along with fees for services, grants and contributions.
<b>HOSPITAL</b>	Services provided through the Fulton-DeKalb Hospital Authority, known as the Grady Health System. This is a joint authority, with partial funding by Fulton and DeKalb Counties. Services are also provided through the DeKalb Hospital Authority, which is DeKalb Medical Center.
<b>MENTAL HEALTH/SUBSTANCE ABUSE</b>	Services are provided through the DeKalb County Community Service Board. The services include comprehensive preventive, early detection, rehabilitation and treatment services for five major groups: adults with serious or chronic mental illness, children and adolescents who are severely emotionally disturbed people who are mentally retarded, adults addicted to alcohol or other drugs and teens with alcohol and drug problems. Services are provided through community mental health center clinics, mental retardation day training centers, detoxification units, day treatment programs, and a variety of residential programs for all disability groups. A number of the community programs are operated through contracts with private nonprofit agencies.
<b>WELFARE</b>	(Temporary Assistance for Needy Families/TANF) – State program based in DeKalb County. TANF provides assistance to needy families with children on a temporary basis and provides parents with job preparation, work opportunities and other support services such as child care, to enable them to become self-sufficient and leave the program as soon as possible. Services also include foster care and adoption where appropriate, helps parents collect child support and provide adult protection services.
<b>SENIOR SERVICES</b>	Services provided through Senior Connections, a non-profit organization designated by the County to provide comprehensive services for persons 5 and older. Services include congregate meals and fellowship, transportation, home-delivered meals, home health care and home maintenance programs. Programs are designed to help older people maintain independence and avoid premature institutionalization.

- D:** Direct
- IG-DC:** Intergovernmental Agreement with DeKalb County
- IG-A:** Intergovernmental Agreement with an Authority
- J:** Joint Agreement
- C:** Contract
- A:** Authority
- IGA-ATL:** Intergovernmental Agreement with Atlanta
- N/A:** Not Available
- DC:** DeKalb 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:DEKALB COUNTY**

**Service:Physical Health / Environmental Health**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
DeKalb County	County General Fund, State and User Fees.
Board of Health	

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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:DEKALB COUNTY**

**Service:Public 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. (If this box is checked, identify the government, authority or organization providing the service.):

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.



**SDS FORM 2, continued**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fulton-DeKalb	Special Tax Assessment
Hospital Authority	

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

No Changes

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
	DeKalb County with the Fulton-DeKalb Hospital Authority	1/01/94-12/31/13

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

THIS CONTRACT made and entered into in triplicate this 20<sup>th</sup> day of June, 1984, by and between FULTON COUNTY, acting by and through its Board of Commissioners, DEKALB COUNTY, acting by and through its Board of Commissioners, (sometimes hereinafter referred to as the "Counties"), and THE FULTON-DEKALB HOSPITAL AUTHORITY (sometimes hereinafter referred to as the "Authority");

W I T N E S S E T H:

WHEREAS, the Authority is an existing and operating Hospital Authority duly created and established by the Counties in accordance with the Hospital Authorities Law of Georgia; and

WHEREAS, pursuant to authority contained in provisions of the Constitution of the State of Georgia and the Hospital Authorities Law of Georgia, the Counties and the Authority entered into a contract on November 13, 1953 ("the 1953 Contract") to provide adequately for the medical care and hospitalization of the indigent sick of such Counties by the Authority and to provide for the constructing, equipping and financing of adequate hospital facilities and projects for use in rendering such medical care and hospitalization to such indigent sick of the Counties; and

WHEREAS, such 1953 Contract was for a period of Thirty (30) years beginning on January 1, 1954 and ending December 31, 1983; and

WHEREAS, the introductory paragraphs in said 1953 Contract, Page 1 through Page 6 to Article I, recite the historical and legal background to such 1953 Contract, which recitals, for background purposes, are incorporated herein by reference; and

WHEREAS, the Twenty Million (\$20,000,000.00) Dollars in revenue certificates referred to in such 1953 Contract recitals were issued and the new facilities and projects described therein were constructed; and

WHEREAS, the parties desire to execute a new contract pursuant to which the Authority will continue to provide medical

care and hospitalization for the indigent sick of the Counties;  
and

WHEREAS, the Counties and the Authority are authorized, pursuant to provisions of the Constitution of the State of Georgia, to contract for such medical services and hospitalization and provide such hospital facilities and projects and provide financing therefor pursuant to O.C.G.A. §31-7-84, §31-7-85 and other provisions of the Hospital Authorities Law.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, IT IS AGREED between Fulton County, DeKalb County and The Fulton-DeKalb Hospital Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly and properly adopted:

ARTICLE I.

This Contract is for a period of thirty (30) years commencing January 1, 1984 and ending December 31, 2013. Payments due to the Authority by the Counties or return of funds due the Counties from the Authority for services rendered prior to January 1, 1984 are governed and shall be made according to existing agreements between the parties and are not affected by this Contract.

ARTICLE II.

Obligations of Authority.

The Hospital Authority agrees:

A. General Operations of Authority.

1. It will at all times during the term of this agreement maintain and have available for the use by the Counties facilities to take care of the indigent sick of Fulton and DeKalb Counties requiring medical aid and hospitalization, as may be properly certified as entitled to receive such treatment, pursuant to the rules and regulations of the Authority.
2. It will at all times during the term of this agreement maintain and have available facilities to take care of all emergency cases, both affecting the residents of said Counties or transients where the accident took place or the emergency arose within the corporate limits of either of said Counties.

3. It will at all times during the life of this contract, when requested so to do by the Counties, furnish treatment, medicine, care and all of the facilities of the Authority for the treatment and care of employees of the Counties who are injured in the line of duty and in the service of such Counties and in all other cases when requested so to do by the Counties where the Counties shall assume responsibility for the hospitalization and treatment of any injured person. Nothing herein shall prevent the Authority from receiving and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of such person and the Authority shall likewise have full rights against any sums paid by tortfeasors or others under liability for medical care and/or hospitalization of such persons.

4. The rendering of medical aid and hospitalization as above provided shall be in keeping with usual services rendered by hospitals of like size and character and to the extent facilities are available.

5. Non-Discrimination in Purchasing and Contracting; Utilization of Minority Business Enterprises.

The Authority shall take positive measures to assure that the purchasing and contracting activities and practices do not prevent a fair and reasonable level of participation by minority business enterprises. The Authority has established a present goal of twenty percent (20%) as the minimum participation by minority enterprises in business contracts of the Authority, such goal to be accomplished as promptly as good faith efforts will permit. To effectuate this objective, the Authority shall annually determine its utilization level of minority business enterprises and make reports to the Counties in connection therewith. If, in reviewing such reports, either or both of the Board of Commissioners of such Counties determine that such utilization, when compared with availability of minority business enterprises, indicates unreasonable under-utilization due to discrimination, the Authority shall implement planned corrective measures. Corrective measures shall include changes in pro-

cedures which contribute to under-utilization and establishment of participation goals to correct the effects of under-utilization. In purchasing and contracting activities and practices the Authority will not discriminate on the basis of race, sex, color, or national origin in the making of purchases or awarding of contracts.

6. Equal Employment Opportunity and Non-Discrimination in Personnel Matters.

The Authority shall provide employment free from any form of discrimination due to race, sex, color, religion, national origin or age. Toward this end, the Authority shall maintain and operate in accordance with an affirmative action plan approved by the Counties which identifies procedures, practices and policies which inhibit equal employment opportunity; and which defines specific activities to eliminate such procedures, practices and policies within reasonable time limits.

7. Employee Rights. Representatives of the Authority shall meet and confer with employees of the Authority with respect to the rights, benefits, and working conditions of employees, through individual and/or collective representation as selected by the employees. Where agreements are reached pertaining to disputes, the same shall be reduced to writing. The Counties and their representatives shall not be involved in any labor disputes, and shall not attempt to influence management of the Authority with respect to the matter of employee benefits, rights, or working conditions. There shall be no discrimination against any employee because of the fact that such employee is a member of a labor organization nor shall members of a labor organization receive any advantage or preferential treatment of any kind over those employees who are not members of a labor organization. No employees shall be required, as a condition of employment with the Authority, to become or remain a member of a labor organization.

8. Patient Rights. Consonant with the basic rights of human beings to maintain the opportunity for the expression of

personal dignity, the Authority shall provide an environment in which the patient is reasonably informed as to such patient's rights and responsibilities. Grady Memorial Hospital has a "Statement of Patient Rights and Responsibilities" (adopted 12/29/78, reviewed 1/13/83) which is posted at the Hospital and provided to admitted patients. The Authority agrees to maintain in effect such Statement, or a similar such statement, as to patient rights.

B. Renovations, New Facilities and Projects  
Constructed by the Authority.

In order to carry out its obligations under this Agreement and to fulfill its purposes under the Hospital Authorities Law, it is anticipated that during the term of this Contract it will be necessary for the Authority to obtain funds beyond those available from ordinary operating income with which to acquire, construct, alter, repair, renovate, improve and equip existing and additional facilities and projects for use in rendering adequate medical care and hospitalization to the indigent sick of the Counties. It will undertake to carry out such alterations, repairs, renovations and improvements and to make such acquisitions and to construct and equip such new facilities as may be determined necessary for such purposes. In order to obtain funds with which to carry out the foregoing, it is anticipated that the Authority will issue its revenue obligation from time to time as approved by the Counties. Should the issuance of such revenue obligation be deemed appropriate by all the parties to this Contract, applicable resolutions and amendments to this Contract or separate agreements shall be approved to provide for the specifics of such issuance. The Authority agrees to provide long-range plans to the Counties from time to time so that the requirements of such financing will be anticipated, at least one year in advance.

C. Participation of Emory and Morehouse  
Medical Schools.

Pursuant to contractual arrangements between the Authority and Emory University, the University, through its Medical School, has, for three decades, provided professional

supervision of the Residency Programs at Grady Memorial and participated in teaching programs at such Hospital. It is anticipated that a similar arrangement with the Emory University School of Medicine will continue under a new contract and that the Morehouse School of Medicine will participate in the teaching programs at Grady pursuant to the "Statement by Emory University School of Medicine and the Morehouse School of Medicine on their Undergraduate Medical Education Programs", dated March 2, 1984, attached hereto, which Statement the parties thereto have agreed to review every five years.

### ARTICLE III.

#### Obligation of Counties.

The Counties agree each with the other and with the Authority:

#### A. Use of Facilities of Authority.

For and during the term of this Contract each of said Counties will cause its indigent sick to use the facilities of said Authority as reasonably necessary to support the Authority's facilities.

#### B. Financing of New Facilities and Project Constructed by Authority.

1. The Counties agree to provide sums for debt service required on revenue bonds or obligations issued by the Authority to obtain funds with which to acquire, construct, alter, repair, renovate, improve and equip adequate hospital facilities and projects for use in rendering medical care and hospitalization to the indigent sick of the Counties to the extent approved by past or future resolutions of their governing authorities and amendments to this Contract.

#### C. Operating Costs of Facilities and Payment Therefor.

##### 1. Counties to Provide Operating Expense and Costs.

During the term of this Contract, that is to say, from January 1, 1984 through December 31, 2013, in addition to the amounts set forth in Article III.B.1., the Counties will pay in and for each calendar year to the Authority for the use of services and facilities of the Authority and to provide for operating expenses and costs, an amount to be determined and paid in the following manner:

~~1a) Annual Budget of the Authority.~~

The Authority shall make up a ~~proposed~~ budget in November in each year for the next succeeding calendar year, in conformity with the Hospital Authorities Law of Georgia and consistent with the provisions of this Contract. ~~Such proposed budget~~ shall contain an estimate of (1) the operating expenses and costs for the next calendar year, (2) revenues received from hospital services and operations, (3) other funding to be received from sources other than the Counties, and (4) the contributions required during the year from the Counties to supply funds to the Authority with which to pay or provide such operating expenses and costs of the Authority. The Authority shall promptly transmit a copy of such proposed budget to each of the Counties and each County shall consider the same for approval. If either County shall decline to tentatively approve its proposed participation in the budget, such County shall indicate, within thirty (30) days, by written communication to the other County and the Authority, the amount such County proposes as its contribution. If either County shall so decline to approve the proposed budget as to such County's contribution, representatives of the Counties and the Authority shall meet within fifteen (15) days to discuss the contributions from the Counties to the budget and submit their findings to the respective Boards of Commissioners for approval, and the Authority shall, within twenty (20) days after the approval of both Boards of Commissioners, adjust its proposed budget to meet the contributions approved by the Counties.

The Authority agrees that it will not make expenditures for the current year in excess of the funds for operations included in the budget approved by the Counties for the current year.

When the budget is approved by the Counties, the Authority shall allocate the operating funds estimated to be spent each month of the calendar year for operations for hospital control purposes and will agree to operate the hospital within the total budget for the year.



Should emergencies, abnormal conditions, or other causes occur making it absolutely essential that the Authority request the Counties to provide additional hospital operating funds, such requests should be fully justified including facts to substantiate such requests for additional funds and a statement to the effect that the additional funds could not have been anticipated or reasonably expected to arise.

The Authority shall not receive funds from the Counties in excess of the amounts shown in such budget during the year from the Counties. In the event the Authority shall expend less than the amount approved for the budget for any year, the Counties shall be credited, as an overpayment on the amount of their required contributions for their prorata share of the figure representing the difference between the amount budgeted and the amount expended by the Authority, and such credit shall be applied as set out in subparagraph (d), provided the payments of the Counties were made on the basis of the Authority expenditures budgeted and not actually made.

(b) Obligation of Counties for  
Contributions to the Authority.

The Counties shall pay to the Authority the contributions required by them to be paid as established by the annual budget of the Authority, as finally adopted, in order to assist in paying the operating expenses and costs of the Authority, excluding debt service to be paid as provided in Article III.B. Such sums shall be apportioned between the Counties in the ratio which the patient days furnished to eligible patients from each County in such year bears to the total number of patient days furnished to eligible patients from both Counties in such year.

(c) Counties to Make Tentative Monthly Payments;  
Methods of Estimating.

The Authority, in making up its budget for 1984 and subsequent years, shall use as a basis in estimating the contributions of each County the ratio of patient days of eligible patients from each County during the first ten (10) months of the preceding year to the total number of patient days

furnished to eligible patients from both Counties during the first ten (10) months of such year; it being expressly agreed that such ratio is for the purpose of determining monthly payments to be made by each County hereunder and that the same shall be revised and final settlement made in accordance with the actual ratio which shall be ascertained from the official annual audit of the Authority for the year thus budgeted.

(d) Installments.

Beginning in 1984, the estimated contributions for each County to the Hospital Authority ascertained as aforesaid shall be paid to the Authority by each County in twelve (12) equal monthly installments, one such installment payable on or before the tenth (10th) day in each month, and subject to final adjustment as hereinafter provided. Credits to the Counties for any previous overpayments shall be made by adjustment to such monthly installments during the succeeding year.

(e) Final Determination of Amount Pursuant to Audit.

The Official Annual Audit of the Authority, which shall include the financial statements of the Authority prepared in accordance with generally accepted accounting principles, for each year shall serve as the basis for making the calculations of actual final payments due by the Counties to the Authority as required by the Contract, and thus for making such adjustment, if any, as shall be appropriate as between the Counties; provided, however, the Counties reserve the right to examine any and all records of the Authority used in making such determination by either their own staffs or independent auditors, and to obtain adjustments to such calculations as may be jointly agreed.

D. Levy of Taxes.

Each of said Counties does irrevocably pledge itself to the extent authorized by law in the performance under this Contract to at all times levy taxes as may be required and necessary to make the payments of the Counties to the Authority as required by this Contract, and in the aggregate payments to be made by both Counties to be sufficient to enable the Authority to

pay its obligations, including debt service, expenses and costs arising in connection with its facilities and projects and its operation thereof pursuant to this Contract with said Counties, and to be sufficient to finance the operations of the Authority as provided in said Contract; provided, however, at no time shall the amount required of either County exceed the amount which such County may levy and collect in taxes under the Constitution and statutes of the State of Georgia as now in force or hereafter amended.

#### ARTICLE IV.

##### General Covenants.

It is mutually agreed:

A. That the operation of the Authority shall be on as economical a basis as consistent with good hospital practice and it is contemplated that the Authority will operate and maintain the hospital and hospital facilities and will pay its costs and expenses and pay its obligations from funds derived as provided in Article III of this agreement and from funds received for services from any other source, and the undertaking shall not be operated for a profit and any such sums received over and above debt service, operation and maintenance costs and expenses and other required reserves, whether by payments from the said Counties or from other sources, shall inure to the benefit of said Counties; provided, however, the Authority shall not be obligated to appropriate or use any funds received from gifts, grants or sources other than in payment for hospital services to pay for operating expense, debt service or capital retirement funds, but all such sums received from any source other than payments by the Counties and in payment for hospital services may be appropriated in the discretion of the Authority for any purpose including reserve and capital investment, as well as any other purpose.

B. That "indigent sick" is construed to mean such persons living in the corporate limits of the County of Fulton and the County of DeKalb as now constituted or hereafter extended that may be certified by the Authority as being entitled to

receive the services of the Authority. The services of the Authority and medical attention herein referred to is construed to mean the usual care rendered to patients in hospitals, such as food, general nursing care and supervision, but not a special nurse; use of operating room and facilities, laboratories, x-ray facilities and x-ray treatment; use of the usual and customary outpatient clinical services and facilities.

C. "Debt service" shall mean the amount or amounts required for the repayment of any sum or sums borrowed and interest thereon, not including bank loans payable within the year such loan is made, and shall include the payment of principal of and interest on as well as any reserves required of the Authority in the issuance of any revenue anticipation certificates which may at any time during the life of this Contract be issued by the Authority.

D. The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth verbatim herein. All powers, privileges, duties, and rights that may be conferred upon, possessed by or applicable to an Authority thereunder are hereby made applicable to the Authority unless from express provision or context the contrary clearly appears in this Contract.

E. Should any phrase, clause, sentence, paragraph or article of this Contract be invalid or unconstitutional, it shall in no wise affect the remaining provisions, but the remaining provisions shall remain in full force and effect.

F. This Contract shall not be construed as adversely affecting the rights of third parties under the Contract between the Counties and the Authority dated the 13th day of November, 1953, and such rights, if any, shall be respected and the parties agree hereunder that the duties due to such parties shall be performed as required under such agreement.

G. This agreement may be modified or amended in any particular upon all parties assenting thereto, provided that such modification or amendment shall in no respect adversely affect the rights of third parties. While this Contract is between the

parties hereto, it is hereby acknowledged that the holder of any revenue certificate of the Authority has an interest herein, and the parties hereto covenant that this Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holder.

H. In the event of the dissolution of the Authority or the termination of this Contract, the reversionary interests of the respective Counties to the Contract in all of the properties of the Hospital Authority, acquired with funds provided by the Counties shall be owned by the respective Counties in the same proportion as their capital contributions bear to the capital contributions of both Counties.

I. The Authority has separate agreements with the appropriate County for the operation and funding of Satellite Clinics and special ambulance service arrangements. This Contract does not purport to cover or pertain to the operation or funding of these services which will continue to be the subject matter of separate agreements and separate funding.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed in triplicate the day and year first above written.

FULTON COUNTY

BY *Richard L. Smith*  
Chairman, Board of Commissioners

ITEM # 25 SM 6/20/88 A.M.

ATTEST:

*Alice N. Smith*  
Clerk

(SEAL)

Approved as to form

FULTON COUNTY LEGAL DEPARTMENT

By *Robert H. Young*  
COUNTY ATTORNEY

DEKALB COUNTY

By Manuel J. Neboof  
Chairman, Board of Commissioners

ATTEST:

David A. Gynn  
Clerk

(SEAL)

THE FULTON-DEKALB HOSPITAL AUTHORITY

By Edouard Klein  
Chairman, Board of Trustees

Wm. C. J.  
Secretary, Board of Trustees



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:DEKALB COUNTY**

**Service:*Mental Health / Substance Abuse***

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
DeKalb County Community	
Service Board	

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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





SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Welfare**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
DeKalb County	State Funds

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

No Changes

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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



SERVICE DELIVERY STRATEGY

**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: DEKALB COUNTY**

**Service: Senior Services**

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

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

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

2. In developing this strategy, were overlapping service 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.

**SDS FORM 2, continued**

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>
DeKalb County	

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

No Changes

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>
Annual Non-Project/Standard	DeKalb County with Senior Connections	1/01/99-12/31/99
Contract Form 5		

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?

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**  
 Phone number: **404-371-2155**      Date completed: November 2010

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

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

This CONTRACT dated the 1st day of July, 1999, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY"), and Senior Connections, Inc. a not-for-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as "CORPORATION").

WITNESSETH:

I.

CORPORATION agrees to provide services as stated on Exhibit A which is attached hereto and by reference made a part hereof.

II.

CORPORATION agrees to submit a budget acceptable to the COUNTY showing the planned expenditures of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof. Budget revision requests must be submitted by the CORPORATION in writing and are subject to approval by the Chief Executive Officer.

III.

CORPORATION shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees

III. (Continued)

and property of the COUNTY. CORPORATION shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of CORPORATION, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CORPORATION expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

IV.

Precedent to the execution of this CONTRACT, CORPORATION shall furnish the following to the COUNTY.

- A. Certificates of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
  1. Statutory Workers' Compensation Insurance, or proof that CORPORATION is not required to provide such coverage under state law;
  2. Comprehensive Liability Insurance covering all operations and automobiles:
    - a. With limit of \$300,000 each occurrence for bodily injury - general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence - automobile liability coverage.

IV. (Continued)

- b. With limit of \$100,000 Property Damage each occurrence - general liability coverage and automobile liability coverage.
  3. Fidelity Bond coverage in an amount not less than \$75,000. Surety company shall be acceptable to the COUNTY.
- B. Certificates of Insurance must be executed in accordance with the following provisions:
1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
  2. Certificates to contain the locations and operations to which the insurance applies;
  3. Certificates to contain CORPORATION'S protective coverage for any subcontractor's operations;
  4. Certificates to contain CORPORATION'S contractual insurance coverage.
  5. Certificates to be **issued** to:  

DeKalb County, Georgia  
The Maloof Center, Room 202  
1300 Commerce Drive  
Decatur, Georgia 30030.
- C. CORPORATION shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- D. CORPORATION agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

V.

The COUNTY agrees that it will pay to CORPORATION an amount not to exceed \$673,038 for services rendered under the terms of this CONTRACT. The above amount shall be reduced by any monies paid to the CORPORATION by the COUNTY pursuant to the authorization of the DeKalb County Board of Commissioners on December 22, 1998.

V. (Continued)

All payments will be made upon receipt of request for payment submitted to the Finance Director. An audit will be conducted by CORPORATION'S Independent Auditor immediately following calendar year end to determine if any of the \$673,038 remains unspent. If so, funds will be accounted for and returned to the COUNTY.

VI.

The COUNTY designates the Director of DeKalb County Finance Department as its point of contact, coordinator, and liaison person with CORPORATION in the execution of the terms of this CONTRACT.

VII.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

VIII.

The COUNTY may **unilaterally** terminate this CONTRACT, in whole or in part, for the COUNTY'S convenience, or because of failure of the CORPORATION to fulfill the CONTRACT obligations **in any respect**. The COUNTY shall terminate by delivering to the CORPORATION, with at least thirty (30) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

IX.

This CONTRACT will remain in effect from January 1, 1999 until midnight of



IX. (Continued)

December 31, 1999 at which time it shall become null and void unless it shall sooner have been terminated, modified, or amended under the terms and conditions set forth herein.

X.

It is agreed between the COUNTY and CORPORATION that the CONTRACT shall be executed in an original and two (2) copies, any one of which may be used for any purpose for which the original may be used.

XI.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses.

CORPORATION

Senior Connections, Inc.  
P. O. Box 1667  
Decatur, Georgia 30031

COUNTY

DeKalb County, Georgia  
The Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

XII.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to CORPORATION any status under this CONTRACT other than that of an independent contractor.

XIII.


This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

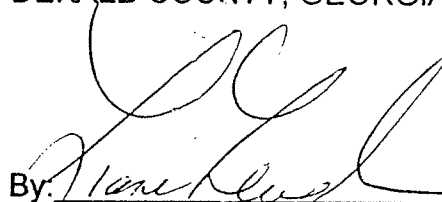
XIV.

The parties agree that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled, and defined by and under the laws of the State of Georgia.

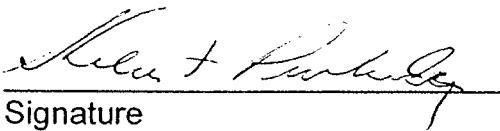
SENIOR CONNECTIONS, INC.

DEKALB COUNTY, GEORGIA


By:  (Corporate Seal)  
Signature  
Steve Brazen  
Name (Typed or Printed)  
Executive Director  
Title

By:  (Seal)  
Liane Levetan  
Chief Executive Officer,  
DeKalb County, Georgia

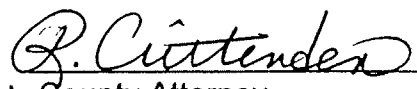

ATTEST:

  
Signature  
Helen Penhale  
Name (Typed or Printed)  
Secretary  
Title

ATTEST:

  
Michael J. Bell  
Ex Officio Clerk of the  
Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
County Attorney  


## Exhibit A

### Statement of Services

#### SENIOR CONNECTIONS, INC.

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CORPORATION agrees to function in DeKalb County as the focal point for coordinating, planning, and delivering human services for residents of the County who are sixty years of age or older. CORPORATION agrees to provide the following services with County funds:

1. Case Management

This program provides for trained social worker staff to work with clients and their families to identify service needs and to arrange assistance through appropriate community resources. The Social Workers assist in client assessments and care plan development; act as a service broker to arrange for all necessary services; monitor services; coordinate service delivery among providers; and periodically review care plans to assure that services are appropriate to level of needs. Approximately 211 people will be served annually with County funds providing support for approximately 18 people. Approximately 211 assessments/care plan reviews will be conducted with County funds providing support for approximately 18 assessments/care plan reviews.

2. Congregate Meals/Senior Centers

This program provides hot, nutritious meals five days a week in a community facility where clients can also receive a range of social and health - related services. CORPORATION currently operates 5 senior centers in DeKalb County. Each center provides a range of programs and activities including information programs, shopping assistance, health and welfare counseling, nutrition education, health screening, continuing education, and leisure. Approximately 288 people will be served annually with County funds providing support for approximately 121 people. Approximately 36,586 meals will be served annually with County funds providing support for approximately 13,053 meals.

3. Information and Referral

This program provides information, referral, and follow-up on all resources which are available to DeKalb's elderly population. Operated out of the CORPORATION'S Central Office, staff for this service link callers with service providers which can address the full array of a client's needs and also follow up to assure the client does receive the necessary services. Approximately 3,636 calls will be received annually with County funds providing support for approximately 1,334 calls. Approximately 4,687 contacts will be made to arrange services with County funds providing support for 1,616 contacts.

4. In-Home Services

This program provides homemaker, respite, and personal care services. These intervention services are for elderly individuals who can no longer perform all the tasks that are necessary to continue living in a clean environment or keep themselves personally clean. Homemaker services include home management, household tasks and housekeeping tasks. Respite provides rest from the physical and emotional demands of care giving and is intended to strengthen the care giver and prolong their ability to maintain their loved one at home. Personal Care services include providing such tasks as bathing, toileting, grooming, etc. Approximately 99 clients will be served annually by the In-Home services program with County funds providing support for approximately 10 clients. Approximately 54,055 hours of service will be provided by the In-Home services program with County funds providing support for 937 hours.

5. Meals on Wheels/Home-Delivered Meals

This program provides home-delivered meals and nutritional supplements that meet one-third of the daily food requirement for adults. Most meal recipients receive meals five days per week but if appropriate, they can receive meals for seven days per week and /or two meals per day. Most clients receiving nutritional supplements receive two cases of forty-eight cans of the supplements per month, but can receive more if approved. Shelf-stable and frozen meals are provided to meal recipients for weather emergencies and some holidays when the agency is closed. Some volunteer groups and/or individuals prepare and deliver meals for weekends and holidays. Approximately 566 people will be served annually with County funds providing support for approximately 276 people. Approximately 123,976 meals will be served annually with County funds providing support for approximately 46,475 meals.

6. Transportation

This program includes fixed route and demand-responsive transportation to assist older persons to access the CORPORATION'S centers and other community resources. Service is provided through the use of 28 state-owned vehicles which are operated by the CORPORATION. Transportation services include daily transportation to and from the CORPORATION'S service centers, medical transportation, and periodic trips for shopping assistance, bill-paying, food stamp pick-ups, and recreational trips. Eight (8) vans are stationed at the centers that are used for daily transportation to and from the centers as well as trips for shopping and recreation purposes. Four (4) vans are assigned to the Lithonia Center as food delivery vehicles. One-37 passenger bus and two-20 passenger mini buses are used for group trips. Nine (9) vans are utilized for medical dialysis appointments. Four (4) vans are used for back-up when other vans are being repaired.

Approximately 409 people will be served annually with County funds providing support for approximately 132 people. Approximately 68,071 one-way trips will be provided with County funds providing support for approximately 22,689 trips.

Periodic program reviews of services provided under this contract may be performed by the DeKalb County Human Services Coordinating Committee.

The CORPORATION is to submit a Quarterly Programmatic Report, in duplicate, to the Finance Department at the end of each quarter.

Exhibit B

Budget Summary

SENIOR CONNECTIONS, INC.

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<u>Cost Category</u>	<u>Budget</u>
Salaries and Benefits	\$ 407,023
Rent/Lease	4,274
Supplies	5,626
Travel	6,632
Utilities/Telephone	7,430
Administrative Costs	78,865
Raw Food & Disposables	82,199
Gas/Oil/Maintenance	49,823
Equipment/Purchase/Maintenance/ Depreciation	4,110
Other Operating Costs *	27,056
* (See Page 2 of Budget Summary)	
	<u>\$673,038</u>

*SNB*  
*LL*

Other Operating Expenditures consist of the following:

Property/Liability/Vehicle Insurance	\$7,111
Bad Debt	500
Volunteer Events	491
Staff Development	559
Printing/Photocopying	3,128
Postage	1,806
Publication	248
Membership Dues	281
Training	1,352
Employee Advertising/Drug Screening	853
Consulting	5,155
Networking-Wesley Woods	2,322
Depreciation	3,250
Total	\$27,056

CERTIFICATE OF CORPORATE RESOLUTION

I, Helen Penhale, certify the following:

That I am the duly elected and authorized Secretary of Senior Connections, Inc.  
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do  
business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the  
corporation, duly authorized and directed Steve Brazen, in his  
official capacity as Executive Director of the corporation, to enter into and execute the  
following described agreement with DeKalb County, a political subdivision of the State of Georgia:  
An agreement whereby the corporation agrees to function in DeKalb County as the focal point for  
coordinating, planning, and delivering human services for residents of the County who are sixty  
years of age or older in compensation for which DeKalb County agrees to pay to the corporation  
an amount not to exceed Six Hundred Seventy-Three Thousand Thirty-Eight Dollars (\$673,038);

That the foregoing Resolution of the Board of Directors has not been rescinded, modified,  
amended or otherwise changed in any way since the adoption thereof, and is in full force and  
effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 30 day of March, 19 99.

Helen + Penhale (CORPORATE SEAL)  
(Secretary)



AFFIDAVIT

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, Steve Brazen, who, after being duly sworn deposes and states as follows:

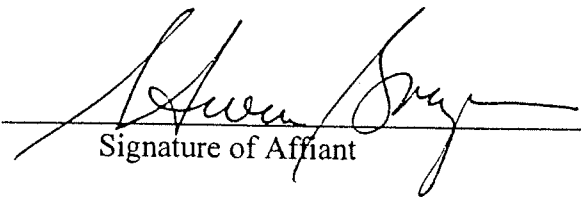
1. I am Steve Brazen, Executive Director, of Senior Connections, Inc.

2. I will not use any subcontractors in the performance of the contract for coordinating, planning, and delivering human services for residents of DeKalb County who are sixty years of age or older.

(Inv. No. \_\_\_\_\_ / RFP No. \_\_\_\_\_ / Contract No. Pending).


3. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County evidence of protective coverage for any subcontractor's operations prior to subcontractor performing any work.

Further affiant saith not.

  
Signature of Affiant

Sworn to and subscribed before me this

30 day of June, 19 99.

  
Notary Public (Seal)

My Commission Expires:

Notary Public, DeKalb County, Georgia  
My Commission Expires November 8, 2002