



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: WORTH 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 style="text-align: center;">OPTION A <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;">OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 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.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 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).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 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).] 6. Proceed to step 7, below. <div style="background-color: #000080; color: white; padding: 10px; text-align: center; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></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, 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.

Worth County
City of Poulan
City of Sumner
City of Sylvester
City of Warwick

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.

Ad Valorum Tax Billing & Collections	Emergency Medicine
Social Services	Agricultural Building/Agent
Fire Protection	Solid Waste Management
Airport	Law Enforcement
Stormwater Management	Animal Control
Library	Street Lighting
Building Inspection/Code Enforcement	Neighborhood Service Center
Tax Digest Preparation	Cemetery
Public Housing	Voter Registration & Election (Citywide)
County Jail	Recreation
Voter Registration & Election (Countywide)	Court Services
Roads and Bridges Economic Development	Sewage Collection/Disposal
Zoning	Emergency Management/Rescue
Sheriff Department	911 Emergency Dispatch

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.

Water Supply and Distribution



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: WORTH

Service: *Water Supply & 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.): **Type Name of Government, Authority or Organization Here**

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.): **Type Name of Government, Authority or Organization Here**

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): **Type Name of Government, Authority or Organization Here**

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.): **Type Name of Government, Authority or Organization Here**

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.): **Poulan, Sumner, Sylvester and Warwick will provide water services in their incorporated boundaries and may provide service within a five (5) mile radius in unincorporated areas as delineated on the attached map. The City of Sylvester currently provides water services to the Isabella Community as specified in the agreement. The City of Poulan provides water services to Cotton, Voyles, PT Salter and Eason Roads and Highway 256 (see resolution attached). Crisp County will provide water services to portions of Worth County as specified in the intergovernmental agreement and may serve as back up water supplier to the City of Warwick.**

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.

Page 1 of 2

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.).

Local Government or Authority	Funding Method
Poulan	Enterprise Fund, loans, grants
Sumner	Enterprise Fund
Sylvester	Enterprise Fund, loans, grants
Warwick	Enterprise Fund
Worth	Enterprise Fund, loans, 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Extraterritorial water & sewer	Worth County, Poulan, Sumner & Sylvester	2008 - self renewing
Extraterritorial water & sewer	Worth County & Crisp County	03/13/1997 - 2017
Extraterritorial water & sewer	City of Sylvester & Isabella Community	June 2008 self renewing
Extraterritorial water & sewer	Crisp County & City of Warwick	10/14/1997 - self renewing

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?

Worth County and Crisp County have entered into an intergovernmental agreement (see attached). The City of Sylvester and the Isabella Community also have an intergovernmental agreement (see attached). Worth County and the cities of Sumner, Poulan and Sylvester adopted a resolution in 2009 (Resolution WC 08-14).

7. Person completing form: **Barbara Reddick, Senior Planner**
 Phone number: **(229) 522-3552** Date completed: June 21, 2011

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:
Matt Medders, Worth County Commission Chairman (229) 776-8200.

**A Resolution Establishing a
Process to Insure Capatibility with Applicable Land Use Plans and Ordinances
and to Resolve Inter-Governmental Land Use Plan and Ordinance Inconsistencies
Pursuant to the Provision of New Extra Territorial Water and Sewer Services
Resolution WC 08-14**

WHEREAS, the Worth County Board of Commissioners and the mayor and councils of its political jurisdictions have found it necessary, desirable and in the public interest to establish a formal process to insure that the provision of new extraterritorial water and sewer service is consistent with all applicable land uses plans and ordinances of adjoining local governments, and

WHEREAS, the Worth County board of Commissioners and its municipal jurisdictions have determined that a process to insure land use compatibility as it relates to the provision of new extraterritorial water and sewer services and land use plans/ordinances, and

WHEREAS, the Worth County Board of Commissioners and the governing bodies of the County's municipal jurisdictions have jointly developed a cooperative plan to insure consistency with applicable land use plans/ordinances,

BE IT THEREFORE RESOLVED by the worth County Board of Commissioners of Worth County, Georgia and the governing bodies of the cities of Sumner, Poulan, Sylvester and, **IT IS HEREBY RESOLVED** by the Authority of same:

Section 1. Effective immediately upon the adoption of this Resolution by the respective governments, the following process for insuring that proposed extraterritorial water and sewer service is compatible with the land use plans/ordinances of the new territory shall be implemented:

1. Prior to initiating the development of water and sewer services in extraterritorial boundaries the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing/proposed land use associated with the property.
2. Within 10 working days following receipt of the above information, the local government receiving the notice of water/sewer extension will forward to the local government proposing the extension a statement wither: (a) indicating the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land use plan or ordinances providing supporting evidence. If the community proposing the service extension does not receive a response in writing within the deadline, the proposal shall be determined to be consistent with the community's land use plan or land use ordinances.
3. If the community desiring to extend the water or sewer services receives a notification that the proposal is incompatible with the land use plan, the community may respond in writing within 10 days of receiving the notification of land use inconsistency by: (a) requesting a meeting to discuss a formal change to the land use plan; (b) agreeing with the contend of the notification and stopping action on the proposed service extension.
4. In the event the respective jurisdictions seek mediation, the governments will agree on a mediator, mediation schedule and determine participants in the mediation. Any costs associated with the mediation will be shared pro rate by the county and the city based on population in accordance with the most recent decennial census.

5. A proposal to extend extraterritorial water and sewer service shall not be implanted until any bona fide land use plan or land use ordinance inconsistencies are resolved pursuant to the dispute resolution process.
6. However, the final determination of the land use plan or land use ordinances will be accorded to the governing body receiving the proposed service extension.

Section 2. All ordinances and resolutions in conflict herewith are hereby repealed.

ATTEST:

Deborah P. Huse
County Clerk

Worth County Board of Commissioners

By: Joe Miller

Chairman

11/20/08
Date

ATTEST:

Bonnie J. Walker
Sumner City Clerk

Mayor and Council, Sumner, Georgia

By: Charlie D. Hall Jr.

Mayor

1-7-09
Date

ATTEST:

Jessica Jones
Doulan City Clerk

Mayor and Council, Doulan, Georgia

By: [Signature]

Mayor

1-13-09
Date

ATTEST:

Kathy E. Wise
Sylvester City Clerk

Mayor and Council, Sylvester, Georgia

By: [Signature]

Mayor

2-5-09
Date



Aug. 12, 2010

Ms. Barbara Reddick, Sr. Planner
Southwest Georgia Regional Commission
P. O. Box 346
Camilla, Ga. 31730

RE: Worth County

Dear Ms. Reddick,

According to our phone conversation and your letter dated Aug. 3, 2010. Please find the attached copies of the following:

- 1) Resolution / Intergovernmental Contract with the City of Warwick
- 2) Resolution / Bd. Of Commissioners of Worth county
- 3) Intergovernmental Agreement for Construction / Operation of Water System

Should you require more information, please give us a call.

Sincerely,
Crisp County Water Works

Carl D. Gamble
Director of Public Works

CDG/ahs
Attachments

THE BOARD OF COMMISSIONERS OF CRISP COUNTY

P.O. Box 370 ♦ 229.276.2388 ♦ 229.276.2658 FAX ♦ CORDELE, GEORGIA 31010-0370

E-MAIL: CCPW@CRISPCOUNTY.COM

INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION/OPERATION
OF WATER SYSTEM (INCLUDING HUMAN CONSUMPTION AND FIRE FIGHTING)
AND ESTABLISHMENT AND COLLECTION OF CHARGES AND FEES

THIS AGREEMENT made and entered into this 13th day of March, 1997, by and between WORTH COUNTY, GEORGIA, a political subdivision of the State of Georgia acting through its Board of Commissioners (hereinafter "WORTH") and CRISP COUNTY, GEORGIA, a political subdivision of the State of Georgia acting through its Board of Commissioners (hereinafter "CRISP"):

WITNESSETH:

WHEREAS, WORTH and CRISP desire to expand and enlarge the supply and distribution of water to citizens and residents of their respective counties; and,

WHEREAS, WORTH and CRISP have applied for and reviewed commitments for grants from Georgia Department of Community Affairs and/or other sources for funds to finance their respective projects; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Constitution of the State of Georgia authorizes any county to contract with any other county or public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, CRISP and WORTH, acting by and through their respective Board of Commissioners, desire to enter into this Agreement for the provision of facilities and services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the

mutual promises and covenants hereinafter contained, WORTH and CRISP agree as follows:

-1-

The parties recognize that unit cost efficiencies may be realized and substantial cost savings achieved by and through the consolidation for engineering, planning, bidding, and management of their respective projects; and toward that end, WORTH does hereby assign, set over, waive and release to CRISP all its rights, title and interest in the grant from Georgia Department of Community Affairs (hereafter "DCA") previously identified, promised, allocated, or apportioned to WORTH to provide water supply and distribution system for residents and citizens of Worth County substantially impacted by the major flood of 1994 and other residents in the vicinity of Lake Blackshear in Worth County.

-2-

CRISP agrees to design and build a water distribution system consisting generally of pipe and hydrants located in Worth County (said system, except for the portion thereof, including the gate valve, located from the gate valve to the Crisp County side of Smoak Bridge, being hereafter referred to as the "Worth System") which shall be connected to the Crisp County Water System. The Worth System will include a combination of eight inch and six inch water lines and, as a minimum, the system shall contain those provisions as set out under Option 1 in letter from Commissioner Jim Higdon to Billy McDonald, Chairman of Worth County Board of Commissioners, dated February 28, 1997 and as modified and/or

supplemented by letter from Chantal Matthews, Director, Business and Financial Assistance Division of Georgia Department of Community Affairs dated March 4, 1997, both of which documents have been delivered by DCA to CRISP. WORTH shall have no obligation to CRISP to provide any funds for the project other than the use, right, and assignment of its DCA entitlement and to provide at no cost to CRISP the right to use all road rights of way owned by WORTH for the laying of the pipes for the Worth System. Moreover, WORTH agrees to cooperate with CRISP in acquiring any additional easements required for the route of the Worth System.

-3-

CRISP agrees to operate and maintain the Worth System and to provide an adequate supply of water for human consumption as well as other uses for the customers on the Worth System, maintaining such water supply at a pressure to reasonably accommodate a minimum flow of 250 gallons/minute for fire fighting through the Worth System.

-4-

CRISP agrees to add eligible new customers adjacent to the Worth System and shall charge rates and fees approved by USDA-RD for connecting new customers. Eligibility of said customers shall be determined by the Crisp County Water Rate Resolution attached hereto. Charges for connecting new customers shall be billed by CRISP solely to the new customers. CRISP shall not be required to connect to any existing water system prior to the development of water accounting provisions satisfactory to CRISP.

-5-

While it is anticipated by the parties that the initial number of customers for CRISP from Worth County will approximate 100, CRISP agrees to provide an adequate water capacity to serve 400 residential customers of the Worth System. Commercial customers shall be provided service to the extent of available capacity of the system after provision for existing residential customers of the Worth System. It is understood between the parties that the customers shall consist of those persons, natural or artificial, who shall request water services from the system and WORTH shall have no duty to require that its citizens shall subscribe to water from the system. WORTH does agree, however, to encourage its citizens to subscribe to the water services provided and to neither directly nor indirectly compete for water customers served or potentially served under this contract by the Worth System.

-6-

CRISP agrees to assess, bill and collect all charges directly with and from the water users of the Worth System in accordance with the Crisp County Water Rate Regulations, a copy of which is attached hereto, and shall initially charge residential customers a flat monthly rate of \$12.00 per month plus \$2.00 per thousand gallons of water usage. CRISP agrees that it will not charge rates or make any kind of assessments against water customers in Worth County which are higher than those charges made by CRISP to its similar situated customers located in Crisp County, except to the extent that such difference is caused by regulations or resolutions

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of WORTH. CRISP shall be unconditionally entitled to all revenues collected from the Worth System during the term of this agreement, and, except as hereinafter provided, WORTH shall incur no charges by CRISP in connection therewith. CRISP shall have the full right and authority to assign its revenues and anticipated revenues provided for hereunder but shall have no rights to encumber in any manner the structures, apparatuses, and distribution system located within Worth County.

-7-

WORTH agrees not to charge any franchise or other fee to CRISP during the term of this Agreement.

-8-

CRISP agrees to provide the WORTH fire department with meters for use during the conduct of training, and WORTH shall utilize said meters for said purpose. In the event WORTH desires to use hydrants for purposes other than fire fighting or fire fighting training, WORTH shall utilize said meters and pay the then effective water rate for such usage to CRISP.

-9-

CRISP will comply with any and all regulations concerning the quality of water throughout the water system as may be mandated by any and all state and federal agencies including but not limited to EPD and EPA, and there shall be no charge to WORTH for this compliance.

-10-

WORTH shall be and remain the sole owner of the Worth System;

provided however, CRISP shall be and remain the sole owner of the gate valve located on the Worth County side of Smoak Bridge and the pipe from said gate valve to the Crisp County side of Smoak Bridge.

-11-

CRISP agrees to provide the services hereunder for a full term of twenty (20) years measured from the date CRISP commences water services, which commencement shall be on or before October 1, 1998. CRISP shall at all times have the right to control and manage the system. Provided that DCA shall amend the Crisp grant to include increased well, tank and other infrastructure cost to CRISP associated with this contract in addition to sufficient funds to construct the WORTH portion of the system; after a term of ten (10) years has elapsed from the commencement of water services by CRISP, WORTH may give notice of its intention to terminate this agreement. Such termination shall not occur, however, until the lapse of two (2) years from the date of such notice. Upon termination of this Agreement WORTH shall accept the Worth System AS IS.

-13-

The obligations of CRISP pursuant to this Agreement are conditioned on CRISP securing all necessary permits and rights-of-way to construct and operate the system, and WORTH agrees to provide reasonable assistance to CRISP as necessary for the acquiring of said permits and rights-of-way, though WORTH shall not be required to expend funds therefor.

-14-

Any notices which may be deemed to be required, desirable or

6

convenient, shall be delivered to the Chairman of the Board of Commissioners of each of the parties and to the County Administrator at the main office of each party at the respective courthouse.

-15-

This agreement has been duly authorized by appropriate resolution of the respective governmental units and to be executed by each by the signatures subscribed below.

WORTH COUNTY, GEORGIA

BY: Billy McDonald
Billy McDonald, Chairman
Board of Commissioners

[OFFICIAL SEAL]

ATTEST: Jack H. Powell
Clerk or Administrator

CRISP COUNTY, GEORGIA

BY: J. R. Dowdy, Jr.
J. R. Dowdy, Jr., Chairman
Board of Commissioners

[OFFICIAL SEAL]

ATTEST: Jan R. [Signature]
Clerk or Administrator

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF WORTH COUNTY, GEORGIA APPROVING AN AGREEMENT WITH CRISP COUNTY, GEORGIA, PROVIDING FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF A WATER DISTRIBUTION SYSTEM TO SERVE WORTH COUNTY RESIDENTS IN THE LAKE BLACKSHEAR AREA OF WORTH COUNTY PROVIDING FOR OPERATION OF THE SYSTEM AND WATER SUPPLY; PROVIDING A WATER RATE STRUCTURE; PROVIDING FOR OWNERSHIP OF THE FACILITY AND PROVIDING A TERM FOR THE AGREEMENT; DIRECTION THE EXECUTION OF THE AGREEMENT AND FOR OTHER PURPOSES.

BE IT RESOLVED by the Board of Commissioners of Worth County, Georgia and it is hereby resolved by the authority thereof as follows:

SECTION ONE

Pursuant to lengthy and extended planning and negotiations by, between, and among Worth County, Crisp County, and the Georgia Department of Community Affairs, Worth County approves the agreement with Crisp County providing for joint efforts in the installation and operation of a water system in the Lake Blackshear area of Worth County.

SECTION TWO

Said agreement is attached hereto as Exhibit A and by reference incorporated herein.

SECTION THREE

The Chairman of the Board of Commissioners of Worth County, Georgia and the County Administrator are authorized and directed

CLARENCE A. MILLER
ATTORNEY AT LAW
P.O. BOX 210
SYLVESTER, GA. 31791
(912)776-3396
Telecopier: (912)776-9582

to execute said contract on behalf of Worth County.

Adopted this 13th day of March, 1997 at a special meeting of the Worth County Board of Commissioners called and advertised for the specific purpose of adopting this resolution with a quorum present and acting at all times.

Billy McDonald
BILLY MCDONALD, CHAIRMAN
BOARD OF COMMISSIONERS
WORTH COUNTY, GEORGIA

ATTEST: *Nell Ford*
NELLE FORD, CLERK

CLARENCE A. MILLER
ATTORNEY AT LAW
P.O. BOX 210
SYLVESTER, GA. 31791
'912.776.3396
Telecopier: /912/776-9582

RESOLUTION
AUTHORIZING INTERGOVERNMENTAL CONTRACT
WITH CITY OF WARWICK

WHEREAS, the Board of Commissioners of County is authorized by an Intergovernmental Agreement with Board of Commissioners of Worth County to construct a water line into the unincorporated areas of north Worth County, which water line is to be funded by CDBG Emergency Grant Funds; and

WHEREAS, the Board of Commissioners of Crisp County desires the right to construct, locate, and maintain a portion of said water line within that portion of Power Dam Road located within the incorporated boundary of the City; and

WHEREAS, Article IX, Section III of the Constitution of the State of Georgia authorizes the Board of Commissioners of Crisp County to enter into an intergovernmental agreement with the City of Warwick;

BE IT THEREFORE RESOLVED, that, pursuant to Article IX, Section III of the Constitution of the State of Georgia, the Board of Commissioners of Crisp County enter into an Intergovernmental Agreement with the City of Warwick, which agreement shall be in substantially the form set forth at Exhibit "A";

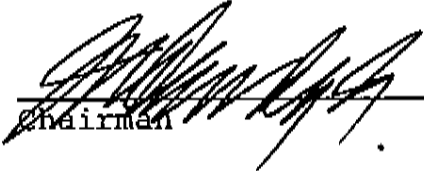
RESOLVED FURTHER, that the Chairman be and is hereby authorized to execute and deliver said Agreement and to consent and agree to any and all terms thereof; and

RESOLVED FURTHER, that the County Administrator be and is hereby authorized to affix the seal of the County to any writings executed by the Chairman in connection with the foregoing, and to attest the same, but such attestation and/or sealing is not required to evidence the same as the act and deed of the County.

SO RESOLVED this 14th day of October, 1997.

BOARD OF COMMISSIONERS OF CRISP
COUNTY, GEORGIA

By: _____


Chairman

(Official Seal)

Attest: _____


Administrator

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF WARWICK
AND
CRISP COUNTY

~~October~~ ^{November} THIS AGREEMENT is made and entered into this 13 day of ~~October~~, 1997, pursuant to Article IX, Section III of the Constitution of the State of Georgia, by and between CRISP COUNTY, a political subdivision of the State of Georgia, acting through its Board of Commissioners (the "County"), and the CITY OF WARWICK, a Georgia Municipality acting through its Mayor and City Council (the "City"),

W I T N E S S E T H:

WHEREAS, the County is authorized by an Intergovernmental Agreement with Worth County to construct a water line into the unincorporated areas of north Worth County, which water line is to be funded by CDBG Emergency Grant Funds; and

WHEREAS, the County desires the right to construct, locate, and maintain a portion of said water line within that portion of Power Dam Road located within the incorporated boundary of the City; and

WHEREAS, the City desires to assure that the County will not serve properties presently located within the incorporated limits of the City;

NOW, THEREFORE, for and in consideration of the mutual promises and pledges set forth below, the undersigned hereby agree as follows:

1. The County agrees that it will neither offer nor provide water services to properties located within the incorporated limits of the City of Warwick; provided however, the County shall not be required to discontinue water services to property which, at the time of the initial provision of said services, were located in the unincorporated Worth County, but which are subsequently annexed by the City.

2. The City hereby ~~agrees to grant, and does hereby grant~~ ^{C.R.W.} ~~to the~~ ^{n.H.} County permission to construct and maintain ~~ing~~ a water line not to exceed eight inches in diameter within the right-of-way of that portion of Power Dam Road lying within the incorporated limits of the City.

3. The City shall have the right, but not the duty, to designate, prior to initial construction, the reasonable location of the water line within the right-of-way, but it shall be the duty and obligation of the County to appropriately and safely install and maintain the water line in accordance with all applicable rules and regulations governing the same.

IN WITNESS WHEREOF the governing bodies of the City and County, in regular public meeting sessions assembled, have caused duplicate originals of this Contract to be executed under seal by authorized representatives of the governing bodies, effective the day and year first above written.

CITY OF WARWICK

By: C. R. Samble
Mayor

Attest: Neva Houston
Clerk

(Official Seal)

CRISP COUNTY

By: [Signature]
Chairman, Board of Commissioners
of Crisp County

Attest: [Signature]
County Administrator

(Official Seal)

**AGREEMENT BETWEEN THE CITY OF SYLVESTER, GEORGIA AND THE
ISABELLA WATER BOARD**

THIS AGREEMENT, made and entered into as of the 30TH day of June , 2008, by and between the City of Sylvester, a municipal corporation created and existing under the laws of the State of Georgia, acting by and through its City Council, (hereinafter referred to as the "City") and the Isabella Water Board (hereinafter referred to as the "Water Board");

WITNESSETH:

WHEREAS, the Water Board currently operates a water system which serves persons in the community of Isabella; and

WHEREAS, the City operates a water distribution system within in the boundaries of the City; and

WHEREAS, after careful study and deliberation, the Water Board has determined that the most feasible method for continuing delivery of water service to users is to allow the City to acquire the water distribution facilities owned and operated by the Water Board and to allow the City to begin providing services to the area currently served by the Water Board; and

WHEREAS, the City now desires to enter into this agreement with the Water Board for the purpose of setting forth their understandings with respect to the provision of services by the City to the persons currently served by the Water Board; a

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Water Board, each acting by and through its authorized officers pursuant to resolutions duly adopted and properly passed, do hereby agree as follows:

Section 1. The City will construct a water distribution system (the "System") to service the Isabella community which is currently being served by the Water Board. Such System will be constructed in accordance with sound engineering and design. The System will be financed with the proceeds of loan received by the City from the Georgia Environmental Facilities Authority; provided that if such loan is insufficient to construct the System, the City will be obligated to finance the balance of the costs of the construction of the System with its own funds and to complete construction of the System, and the Water Board will not be obligated to contribute funds to the construction of the System. Upon receipt of a certificate of completion of the project and acceptance of the project by the City, the City will take possession of and begin operation of the water distribution system currently operated by the Water Board.

Section 2. The City will operate and maintain the System in the same manner in which it operates and maintains the water distribution system serving persons within the corporate limits of the City, including providing sufficient water pressure for fire protection. The City will make all necessary repairs to the System at no additional charge to customers.

Section 3. The City, in its sole discretion, shall set all rates, fees and charges to be assessed for water service; provided that the City shall charge no more than the cost of providing the services outside the corporate limits of the City. The City shall have the right to charge a rate outside the corporate limits of the City that is different than the rate charged inside the corporate limits of the City.

Section 4. The Water Board cannot and shall not require its customers to become customers of the City; provided that the Water Board shall encourage its customers to become customers of the City and shall not directly or indirectly compete with the City in the delivery of water service to customers served or potentially served by the System.

Section 5. The City will bill and collect for services delivered in accordance with the City's water rate regulations attached hereto as Exhibit A; provided that nothing herein shall prevent the Mayor and Council of the City from adopting any ordinance or resolution at any time amending the provisions attached hereto on Exhibit A. The City shall be entitled to retain all amounts collected by the City in connection with the deliver of services hereunder.

Section 6. The City shall at all times operate and maintain the System in such a manner as to comply in all material respects with the requirements of federal, state and local laws, regulations and ordinances applicable to the services to be preformed hereunder. In addition, the City will maintain any license necessary to conform to any law, regulation, or rule promulgated by the Georgia Environmental Protection Division or the United States Environmental Protection Administration.

Section 7. Existing customers of the Water Board who apply for service from the City will not be charged any fees by the City until the time in which they begin receiving services from the City. Existing customers of the Water Board will not be charged any tap fees for connection to the System.

Section 8. The City will insure that this contractor's actions during the construction will be the responsibility of the contractor including the restoration of any water service interrupted by the contractor's actions. Neither the City nor its contractors will be responsible for repairing damage to existing underground water facilities owned by IWS when the city facilities are available for the provision of service.

Section 9. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. This Agreement shall be governed by the laws of the State of Georgia.

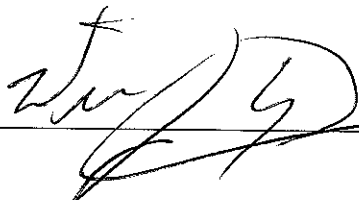
Section 11. Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which shall remain in full force and effect.

Section 12. This Agreement may be amended at any time upon the written agreement of the parties hereto.

IN WITNESS HEREOF, this 30TH day of June, 2008, the parties have executed this Agreement by and through the duly authorized officers signing below.

THE CITY OF SYLVESTER, GEORGIA

(SEAL)

By: 
Mayor

Attest: Kathy E. Wise
City Clerk

ISABELLA WATER BOARD

(SEAL)

By: 
Chairman


Isabella Water Board Member


Isabella Water Board Member


Isabella Water Board Member


Isabella Water Board Member

Exhibit A

Rates for Isabella Customers connecting to the City system

	BASE	TIER 1 per 1,000 gallons	TIER 2 per 1,000 gallons	TIER 3 per 1,000 gallons
ISABELLA	16.50	2.25	2.48	2.00

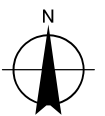
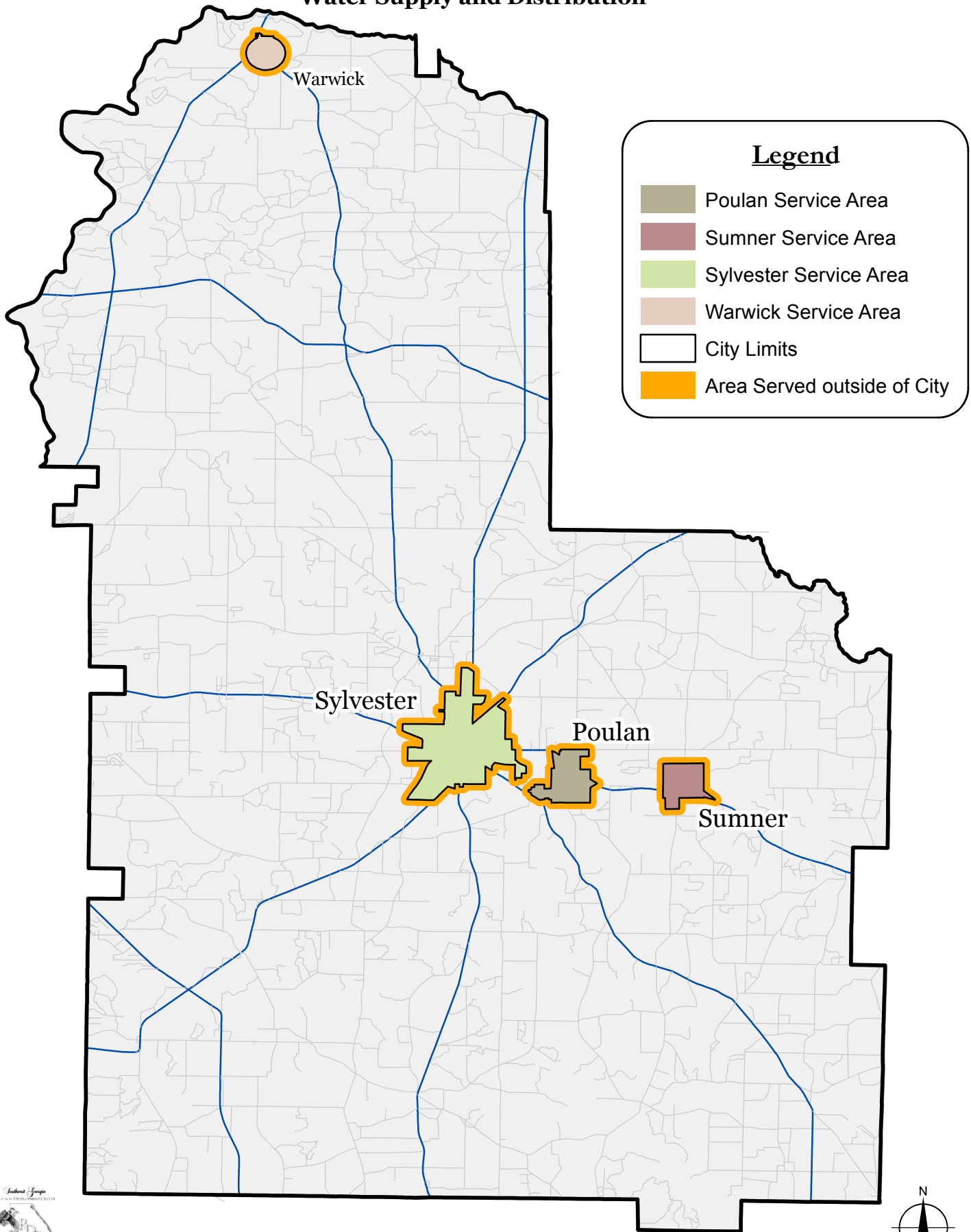
Tier 1: 0 - 5,000 gallons /month

Tier 2: 5,001 – 10,000 gallons/month

Tier 3: 10,001 – over gallons/month

Worth County

Water Supply and Distribution





**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

Instructions:

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SERVICE DELIVERY STRATEGY FOR WORTH 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)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Matt Medders	County Commission Chairman	Worth County	
	Dustin Grubbs	Mayor	City of Poulan	
	Charlie D. Hall Jr.	Mayor	City of Sumner	
	William Yeara	Mayor	City of Sylvester	
	Alan Peacock	Mayor	City of Warwick	



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**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

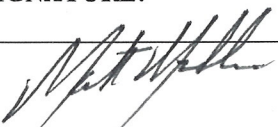
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	William Yearta	Mayor	City of Sylvester	
	Alan Peacock	Mayor	City of Warwick	

A RESOLUTION TO
FORMALLY ADOPT THE UPDATES
TO THE WORTH COUNTY SERVICE DELIVERY STRATEGY
AS REQUIRED BY STATE LAW

Whereas, the local governments of Worth County are required to review their existing Service Delivery Strategy concurrently with the update to the Worth County and Cities of Poulan, Sumner, Sylvester and Warwick consolidated Comprehensive Plan to determine if the Strategy continues to reflect the preferred arrangements for providing local services; and,

Whereas, the governments of Worth County and the Cities Poulan, Sumner, Sylvester and Warwick have found it necessary to make minor revisions to the Service Delivery Strategy; and,

Whereas, the revised Service Delivery Strategy promotes the delivery of water and sewer services in the most efficient, effective and responsive manner for all residents, individuals and property owners throughout the county; and,

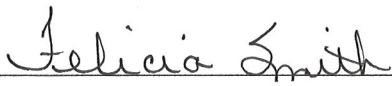
Therefore, be it resolved by the Worth County Board of Commissioners that the revised Worth County Service Delivery Strategy be submitted to the Georgia Department of Community Affairs for approval, and that the Chairman be authorized to sign the Service Delivery Strategy document on behalf of the County.

Be it further resolved, by the Mayor and the Council of Sumner, Georgia to approve and adopt these revisions to the Worth County Service Delivery Strategy.

Duly enacted this 11th day of October, 2010



Matt Medders, County Commission Chair
Worth County



Witness

000 8 S 100

A RESOLUTION
FORMALLY ADOPT THE UPDATES
TO THE WORTH COUNTY SERVICE DELIVERY STRATEGY
AS REQUIRED BY STATE LAW

Whereas, the local governments of Worth County are required to review their existing Service Delivery Strategy concurrently with the update to the Worth County and Cities of Poulan, Sumner, Sylvester and Warwick Consolidated Comprehensive Plan to determine if the Strategy continues to reflect the preferred arrangements for providing local services; and,


Whereas, the governments of Worth County and the City of Warwick have found it necessary to make minor revisions to the Service Delivery Strategy; and,

Whereas, the revised Service Delivery Strategy promotes the delivery of water and sewer services in the most efficient, effective and responsive manner for all residents, individuals and property owners throughout the county; and,

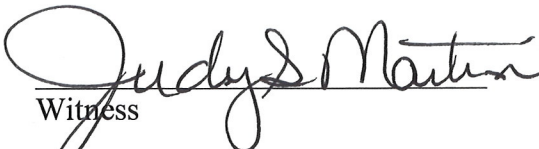
Therefore, be it resolved by the Mayor and Council of Warwick, Georgia that the revised Worth County Service Delivery Strategy be submitted to the Georgia Department of Community Affairs for approval, and that the Mayor be authorized to sign the Service Delivery Strategy document of behalf of the City.

Be it further resolved, by the Mayor and Council of Warwick, Georgia to approve and adopt these revisions to the Worth County Service Delivery Strategy.

Duly enacted this 19 day of Oct, 2010



Alan Peacock, Mayor
City of Warwick



Witness

**A RESOLUTION
FORMALLY ADOPTING THE REVISIONS TO THE
WORTH COUNTY SERVICE DELIVERY STRATEGY
AS REQUIRED BY STATE LAW**

WHEREAS, the local governments of Worth County are required to keep their Service Delivery Strategy accurate in order to effectively address the service delivery needs of its citizens. It is therefore necessary to revise the existing Service Delivery Strategy concurrently with Worth County and the City of Sylvester, Warwick, and Sumner to reflect the preferred arrangements for providing water and sewer services; and

WHEREAS, the governments of Worth County and its Cities have found it necessary to make minor revisions to the Service Delivery Strategy; and

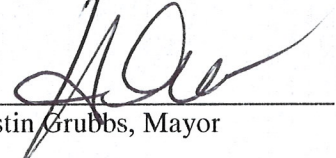
WHEREAS, the revised Service Delivery Strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals, and property owners throughout the county;

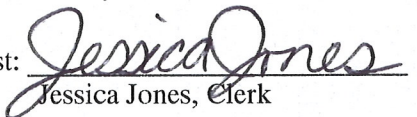
THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Poulan, do hereby adopt the revisions to the Worth County Service Delivery Strategy and approve submitting the revised Worth County Service Delivery Strategy to the Georgia Department of Community Affairs for approval.

SO RESOLVED this 24th day of August, 2010

(SEAL)

CITY OF POULAN

By: 
Dustin Grubbs, Mayor

Attest: 
Jessica Jones, Clerk

5 S 100

RESOLUTION 2010-10
A RESOLUTION
FORMALLY ADOPTING THE REVISIONS
TO THE WORTH COUNTY SERVICE DELIVERY STRATEGY
AS REQUIRED BY STATE LAW

Whereas, the local governments of Worth County are required to keep their Service Delivery Strategy accurate in order effectively address the service delivery needs of its citizens. It is therefore necessary to revise their existing Service Delivery Strategy concurrently with the Cities of Poulan, Sumner, Sylvester to reflect the preferred arrangements for providing water and sewer services; and,

Whereas, the governments of Worth County and its Cities have found it necessary to make minor revisions to the Service Delivery Strategy; and,

Whereas, the revised Service Delivery Strategy promotes the delivery of local government services in the most efficient, effective and responsive manner for all residents, individuals and property owners throughout the county;


Therefore, be it resolved by the Mayor and Council of the City of Sylvester, Georgia that the revised Worth County Service Delivery Strategy be submitted to the Georgia Department of Community Affairs for approval.

Be it further resolved, by the Mayor and Council of the City of Sylvester, Georgia to approve and adopt these revisions to the Worth County Service Delivery Strategy.

Duly enacted this 18th day of October, 2010



William J. Yearta, Mayor
City of Sylvester



Kathy E. Wise



A RESOLUTION
FORMALLY ADOPT THE UPDATES
TO THE WORTH COUNTY SERVICE DELIVERY STRATEGY
AS REQUIRED BY STATE LAW

COPY

Whereas, the local governments of Worth County are required to review their existing Service Delivery Strategy concurrently with the update to the Worth County and Cities of Poulan, Sumner, Sylvester and Warwick Consolidated Comprehensive Plan to determine if the Strategy continues to reflect the preferred arrangements for providing local services; and,

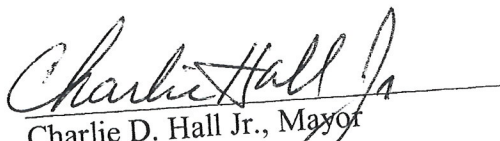
Whereas, the governments of Worth County and the City of Sumner have found it necessary to make minor revisions to the Service Delivery Strategy; and,

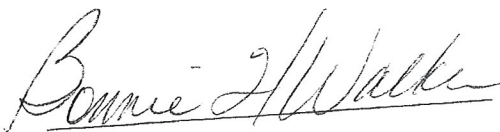
Whereas, the revised Service Delivery Strategy promotes the delivery of water and sewer services in the most efficient, effective and responsive manner for all residents, individuals and property owners throughout the county; and,

Therefore, be it resolved by the Mayor and Council of Sumner, Georgia that the revised Worth County Service Delivery Strategy be submitted to the Georgia Department of Community Affairs for approval, and that the Mayor be authorized to sign the Service Delivery Strategy document of behalf of the City.

Be it further resolved, by the Mayor and the Council of Sumner, Georgia to approve and adopt these revisions to the Worth County Service Delivery Strategy.

Duly enacted this 4th day of October, 2010


Charlie D. Hall Jr., Mayor
City of Sumner


Witness