





FORM 1

COUNTY: BRANTLEY COUNTY

I. GENERAL INSTRUCTIONS:

- 1. <u>FORM 1 is required for ALL SDS submittals</u>. 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/or 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.)

OPTION A	OPTION B
Revising or Adding to the SDS	Extending the Existing SDS
 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).] 	 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. For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQ ualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.

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. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN 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.

Brantley County City of Hoboken City of Nahunta Brantley County Development Authority

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 will continue as previously agreed with no need for modification.

Cemeteries, Economic Development, Emergency Medical Service, Garbage Collectin & Disposal, Jail, Law Enforcement, Library, Public Health, Recreation, Street Lights, Street/Road Maintenance, Tax Collection, Water and Sewer.

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.

The following are being revised: Airport, Animal Control, Emergency Response - 911, Fire Protection, Social Services.







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:BRANTLEY

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.):**Brantley County**

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley Co.	General Fund - Airport Fund - Grants

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

The airport is now funded by the Airport Fund and Grants in addition to the General Fund.

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
n/a		

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?

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







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:BRANTLEY

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.):**Brantley County**

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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		
n/a	n/a		
4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?			
Only the Dangerous Dog act is enforced in Brantley County and the County is responsible for that service.			

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
n/a		

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?

N/a

- 7. Person completing form: **Carl Rowland** Phone number: **912-462-5256** Date completed: 4/18/2016
- 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? XYes No







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:BRANTLEY

Service: Cemeteries

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Hoboken - only governmental entity maintaining a cemetery**

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, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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

Local Government or Authority	Funding Method
City of Hoboken	General Fund - User Fees

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

No Change

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

Agreement Name		Contracting Parties	Effective and Ending Dates
n/a	а		

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?		

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







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.

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CUL		DRAP	T

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.):**Brantley County Development Authority**

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, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).



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
Brantley Co. Development Authority	Brantley County General Fund

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

No Change

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

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		

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?

N/a

- 7. Person completing form: Carl Rowland Phone number: 912-462-5256 Date completed: 4/18/2016
- 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?







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:BRANTLEY	
COUNT I. DIVANTELT	

Service: Emergency Medical Service

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	User Fees; General Fund

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

No Change

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

	Agreement Name	Contracting Parties	Effective and Ending Dates
n/a	а		

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?	

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







FORM 2: Summary of Service Delivery Arrangements

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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:BRANTLEY

Service: Emergency Response - 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.):**Brantley County**

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	General Fund - E911 Telephone Revenue

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

Emergency response/911 is now funded by E911 telephone revenue in addition to the General Fund.

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
n/a		

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?

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







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:BRANTLEY

Service: Fire Protection

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): There are 5 volunteer fire departments in Brantley County. All departments are funded by 1.25 mills of property tax with the exception of taxation of property within the corporate limits of Hoboken. The City of Hoboken makes an annual contribution to the Hoboken Fire Department.

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

Section 24 Section 24 Contract additional documentation as described, below)

⊠No

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	General Fund; special fire tax districts
City of Hoboken	Part of special fire district; General Fund
City of Nahunta	Part of special fire district

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

There are now 5 volunteer fire departments and the Cities are funded by being part of special fire districts.

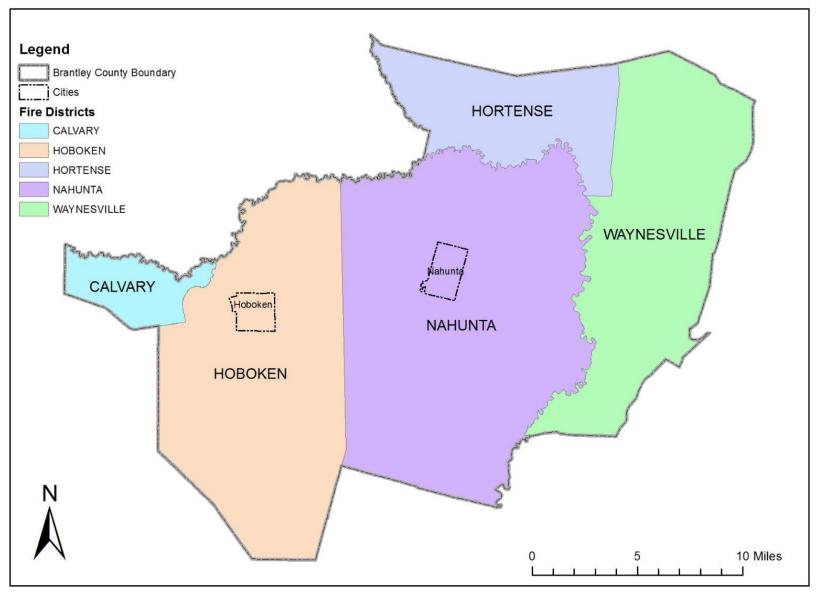
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		

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?

N/a

- 7. Person completing form: **Carl Rowland** Phone number: **912-462-5256** Date completed: 4/18/2016
- 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? XYes No



BRANTLEY COUNTY FIRE PROTECTION SERVICE AREAS







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:BRANTLEY

Service: Garbage Collection & Disposal

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

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

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

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

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, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): The County and the Cities of Hoboken and Nahunta contract seperately for residential garbage collection. The County operates a household goods and scrap material drop off center at no cost to the users of Brantley County including incorporated areas. The County, also, operates an inert landfill that is available to citizens, the County and the Cities of Hoboken and Nahunta.

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, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

Local Government or Authority	Funding Method	
Brantley County	Garbage Fees and General Fund	
City of Hoboken	General Fund - User Fees	
City of Nahunta	User Fees (home pickup is provided) and General Fund	

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

No change.

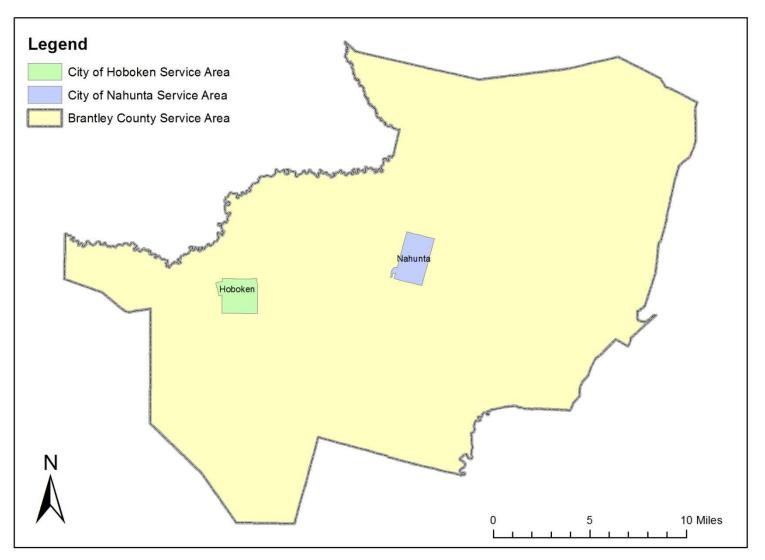
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

Contract with Advanced Disposal for residential service.

- 7. Person completing form: **Carl Rowland** Phone number: **912-462-5256** Date completed: 4/18/2016
- 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?



BRANTLEY COUNTY GARBAGE COLLECTION AND DISPOSAL SERVICE AREAS







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:BRANTLEY

Service: Jail

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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	
Brantley County	General Fund, Jail Fund, SPLOST	
City of Hoboken	General Fund, Jail Fund	
City of Nahunta	General Fund, Jail Fund	

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		

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?

N/a

- 7. Person completing form: **Carl Rowland** Phone number: **912-462-5256** Date completed: 4/18/2016
- 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?







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:BRANTLEY

Service:Law Enforcement

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Brantley County Sheriff's Dept. provides county-wide service; the City of Nahunta and the City of Hoboken provide a City Police Department.

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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	General Fund
City of Hoboken	General Fund
City of Nahunta	General Fund

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

No change

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

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		

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?	

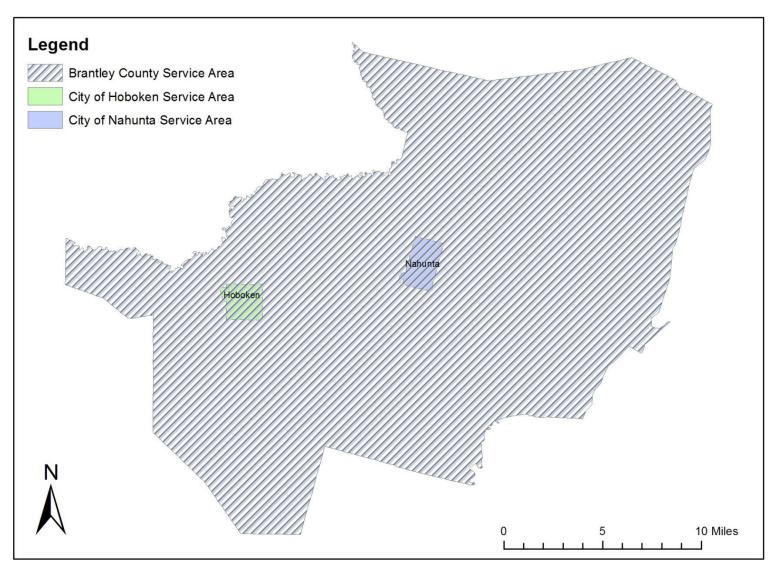
N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No

The Brantley County Sheriff's Department provides county-wide Law Enforcement services, and the Cities of Hoboken and Nahunta also provide their own City Police Departments. The reason for these overlapping service areas is that a higher level of service is desired by the Cities and there are overriding public safety benefits to providing this overlapping service.



BRANTLEY COUNTY LAW ENFORCEMENT SERVICE AREAS







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:BRANTLEY

Service:Library

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	General Fund

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

No change

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

	Agreement Name	Contracting Parties	Effective and Ending Dates
n/a	а		

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

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







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:BRANTLEY

Service: Public Health

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Brantley County provides budget support to County Health Dept.**

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, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	General Fund

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

No change

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

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		

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?	

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No







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	/·RRAN	TIFY
COONT	DRAN	

Service:Recreation

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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
Brantley County	User fees; General Fund, SPLOST, Consession Income

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
n/a		
14		

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?

n/a

- 7. Person completing form: Carl Rowland Phone number: 912-462-5256 Date completed: 4/18/2016
- 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? XYes No







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:BRANTLEY

Service: Social Services

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Brantley County provides** services countywide through DFACS, Family Connection Concerted Services, and the Senior Center.

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, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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).

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	
Brantley County	General Fund and State Funds	

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

The funding has not changed but the County now provides services countywide through DFACS, Family Connection Concerted Services, and the Senior Center.

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
n/a		

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?

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? Xes No







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.

Service: Street/Road 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, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): The County grades unpaved roads in the County and the Cities of Hoboken and Nahunta. Each respective government maintains their paved roads and makes all repairs to paved and unpaved roads.

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, <u>attach an explanation for continuing the arrangement</u> (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).

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

Local Government or Authority	Funding Method	
City of Nahunta	General Fund; DOT, CDBG, SPLOST	
City of Hoboken	General Fund; DOT, SPLOST	
Brantley County	General Fund; DOT, CDBG, EPA, SPLOST	

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

No change

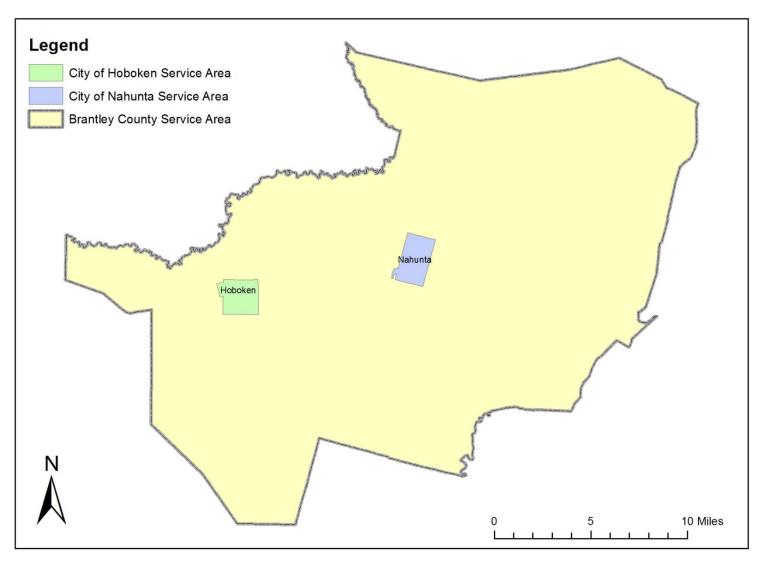
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Street/Road Maintenance Agr.	Brantley County & City of Hoboken	9/22/99 until 2049
Street/Road Maintenance Agr.	Brantley County & City of Nahunta	9/22/99 until 2049

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?

N/a

- 7. Person completing form: Carl Rowland Phone number: 912-462-5256 Date completed: 4/18/2016
- 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



BRANTLEY COUNTY STREET/ROAD MAINTENANCE SERVICE AREAS

STATE OF GEORGIA,

COUNTY OF BRANTLEY.

STREET/ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>September</u>, 1999, by and between **BRANTLEY COUNTY**, **GEORGIA**, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the **CITY OF NAHUNTA**, **GEORGIA**, by and through its Mayor and City Council (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the County and the City in an effort to avoid duplication of services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding the County providing certain services relating to the maintenance of streets and roads within the corporate limits of the City;

THEREFORE, in consideration of \$1.00, and other good and valuable considerations to the County, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and contract between themselves as follows:

1. SCOPE OF SERVICES;

Α.

Maintenance of dirt streets/roads - The County shall grade and provide normal maintenance and repairs, including the ditches, on dirt streets/roads existing within the City in the same manner as it does for such streets/roads in the unincorporated area of the

FHOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AVCROSS, GEORGIA 31502 (912) 283-0026 County.

Β.

C.

Maintenance of paved streets/roads - The City shall be
responsible for the maintenance and repairs and all paved
streets/roads now or hereafter existing within the corporate limits
of the City. The County may, at its sole option and discretion,
from time to time if specifically called upon by the City, provide
certain aid or assistance to the City in the maintenance or repairs
of its paved streets/roads.

- Furnishing of Culverts The County will sell to the City
 drainage culverts (pipe) at the cost to the County, or the County
 may at its option sale same directly to the party requesting it.
 The City or the party specifically requesting the drain
 curvert/pipe shall be responsible for the proper installation of the
 culvert/pipe. The County has no obligation, other than that
 specifically set forth above to furnish or install ditch drainage
 culverts on dirt or paved streets/roads within the City.
- D. Street Signs The City shall be responsible for furnishing, installing and maintaining all street signs (name, speed limit, etc) required or desired on all streets/roads within the corporate limits of the City. The County has no obligation or responsibility for street signs within the City.

TERMINATION OF AGREEMENT:

This Agreement shall remain in full force and effect until the end of the calendar

FHOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AYCROSS, GEORGIA 31502 (912) 283-0026 2.

year in which it is made. PROVIDED HOWEVER, if neither of the parties has given to the other a ninety (90) day notice of its desire to terminate this Agreement, then same shall continue in full force and effect for a new twelve (12) month period and it shall continue in such manner for forty-nine (49) continuing twelve (12) month periods or until the Agreement is terminated by one or both of the parties as herein provided.

IT IS FURTHER PROVIDED and Agreed that either party may, at any time hereafter, terminate this Agreement by giving to the other party a ninety (90) day notice of its intent to terminate the Agreement, after which ninety (90) days this Agreement shall be canceled.

3. **<u>GOVERNING LAW:</u>**

This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

4. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

5. <u>NOTICES:</u>

All notices, demands or writings in this agreement provided, to be given or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent,

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AVCROS5, GEORGIA 31502 (912) 283-0026 when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553

TO THE CITY: P. O. Box 156, Nahunta, GA 31553

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the

day and year first above written by causing their respective official hands and seals to be placed hereon.

BRANTLEY COUNTY, GEORGIA

Harry Riggins, Chan By:

Attest: Dave Harigan)

CITY OF NAHUNTA, GEORGIA

By Haur Marvin Peeples, Mayor

Attest: Ellere Hulet Eloise Hulett, Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Notary Public, Brandley County, Georgia My Commission Expires March 30, 2001

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 VAYCROSS, GFORGIA 31502 (912) 288-0026

STATE OF GEORGIA,

COUNTY OF BRANTLEY.

STREET/ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>deptendent</u>, 1999, by and between **BRANTLEY COUNTY**, **GEORGIA**, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the **CITY OF HOBOKEN**, **GEORGIA**, by and through its Mayor and City Council (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the County and the City in an effort to avoid duplication of services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding the County providing certain services relating to the maintenance of streets and roads within the corporate limits of the City;

THEREFORE, in consideration of \$1.00, and other good and valuable considerations to the County, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and contract between themselves as follows:

1. <u>SCOPE OF SERVICES;</u>

A. Maintenance of dirt streets/roads - The County shall grade and provide normal maintenance and repairs, including the ditches, on dirt streets/roads existing within the City in the same manner as it does for such streets/roads in the unincorporated area of the

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AVCROSS, GEORGIA 31502 (912) 283-0026 County.

Β.

С.

2.

Maintenance of paved streets/roads - The City shall be
responsible for the maintenance and repairs and all paved
streets/roads now or hereafter existing within the corporate limits
of the City. The County may, at its sole option and discretion,
from time to time if specifically called upon by the City, provide
certain aid or assistance to the City in the maintenance or repairs
of its paved streets/roads.

- Furnishing of Culverts The County will sell to the City
 drainage culverts (pipe) at the cost to the County, or the County
 may at its option sale same directly to the party requesting it.
 The City or the party specifically requesting the drain
 curvert/pipe shall be responsible for the proper installation of the
 culvert/pipe. The County has no obligation, other than that
 specifically set forth above to furnish or install ditch drainage
 culverts on dirt or paved streets/roads within the City.
- D. Street Signs The City shall be responsible for furnishing, installing and maintaining all street signs (name, speed limit, etc) required or desired on all streets/roads within the corporate limits of the City. The County has no obligation or responsibility for street signs within the City.

TERMINATION OF AGREEMENT:

This Agreement shall remain in full force and effect until the end of the calendar

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 /AYCROSS, GEORGIA \$1502 (912) 283-0026 year in which it is made. PROVIDED HOWEVER, if neither of the parties has given to the other a ninety (90) day notice of its desire to terminate this Agreement, then same shall continue in full force and effect for a new twelve (12) month period and it shall continue in such manner for forty-nine (49) continuing twelve (12) month periods or until the Agreement is terminated by one or both of the parties as herein provided.

IT IS FURTHER PROVIDED and Agreed that either party may, at any time hereafter, terminate this Agreement by giving to the other party a ninety (90) day notice of its intent to terminate the Agreement, after which ninety (90) days this Agreement shall be canceled.

3. **<u>GOVERNING LAW:</u>**

This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

4. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

5. <u>NOTICES:</u>

All notices, demands or writings in this agreement provided, to be given or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent,

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 VAVCROSS GEORGIA 31502 (912) 283-0026 when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553

TO THE CITY: P. O. Box 236, Hoboken, GA 31542

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be placed hereon.

BRANTLEY COUNTY, GEORGIA

Harry Riggins, Chair By:

Attest: Dare O. H

CITY OF HOBOKEN, GEORGIA

By Cho Charles Lee, Mayor

Attest: Linda Henderson, Clerk

Signed, sealed and delivered in the presence of:

Notary Public

Notary Public, Brantley County, Georgia My Commission Expires March 30, 2001 Signed, sealed and delivered in the presence of:

arol itness

Notary Public

My Commission Expires Jan. 21, 3003

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 WAYCROSS, GEORGIA 31502 (912) 283-0026







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:BRANTLEY

Service: Street Lights

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: **Cities of Hoboken and Nahunta provide this service within their respective boundaries**

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, <u>attach a legible map delineating the service area of each service provider</u>, 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, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> 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.).

Local Government or Authority	Funding Method
City of Nahunta	General Fund
City of Hoboken	General Fund

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

No change

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

	Agreement Name	Contracting Parties	Effective and Ending Dates
n/a	а		

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?	

N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No

If not, provide designated contact person(s) and phone number(s) below: TYPE CONTACT NAME, TITLE & PHONE HERE







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:BRANTLEY

Service: Tax Collection

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): **Brantley County handles county-wide tax collection including Board of Education.** City of Nahunta and City of Hoboken handle respective municipal taxes.

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, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> 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.).

Local Government or Authority	Funding Method
City of Nahunta	General Fund
City of Hoboken	General Fund
Brantley County	General Fund

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

No change

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Tax Collection Agreement	Brantley County & City of Hoboken	9/22/99 until 2049
Tax Collection Agreement	Brantley County & City of Nahunta	9/22/99 until 2049

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?

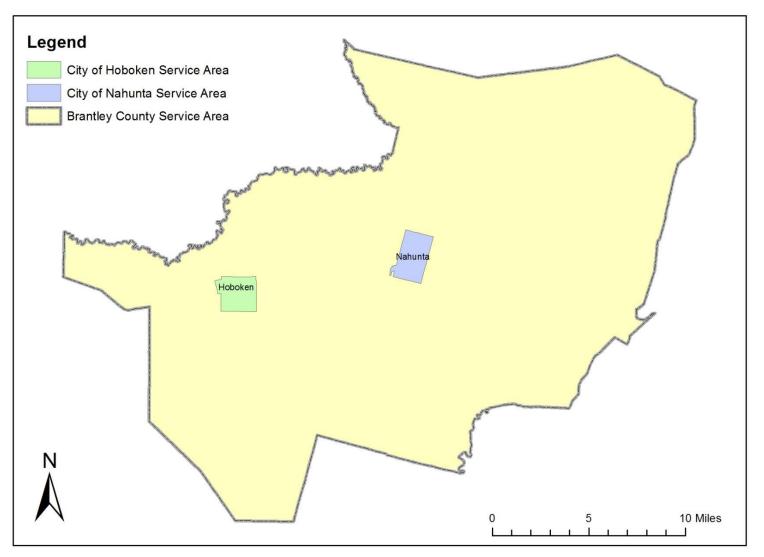
N/a

7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No

If not, provide designated contact person(s) and phone number(s) below: TYPE CONTACT NAME, TITLE & PHONE HERE



BRANTLEY COUNTY TAX COLLECTION SERVICE AREAS

STATE OF GEORGIA,

1.

COUNTY OF BRANTLEY.

TAX COLLECTION AGREEMENT

THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>Septender</u> 1999, by and between LORNA H. THOMAS, as the Tax Commissioner of Brantley County and BRANTLEY COUNTY, GEORGIA, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the CITY OF NAHUNTA, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the County and the Tax Commissioner and the City in an effort to avoid duplication of services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding the collection of delinquent ad valorem real property taxes on property located within the corporate limits of the City;

THEREFORE, in consideration of \$1.00, and other good and valuable considerations to the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and contract between themselves as follows:

APPOINTMENT AS EX-OFFICIO CITY MARSHALL:

The County agrees that should circumstances occur where real property ad valorem taxes due the County on property which is located within the corporate limits of the City be delinquent and the Tax Commissioner elects to proceed to levy and sell such real property for

YHOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AVCROSS, GEORGIA 81502 (912) 283-0026 collection of taxes, the Tax Commissioner shall include within her levy and collection proceedings any delinquent taxes on such real property due the City, and in the undertaking of such tax collection for the City, the City does by these presents constitute, appoint and designate the Tax Commissioner of Brantley County to act and serve as Ex-Officio City Marshall for and during such collection proceedings.

IT IS FURTHER PROVIDED and agreed that prior to under taking any proceeding for the collection of City taxes under the provisions of this Agreement, the County shall notify the City of its intended actions, at which point the City shall have ten (10) days to notify the Tax Commissioner that the City does not desire for the Tax Commissioner to include any delinquent City taxes in such proposed tax levy and sale.

COMPENSATION:

2.

In any proceedings provided for herein where the Tax Commissioner of Brantley County is acting as Ex-Officio City Marshall in any proceeding for the collection of delinquent real property ad valorem taxes due the City, the City shall be liable to the County for such portion of the cost for the collection proceeding as equals the percentage of the taxes due the City to the total of the delinquent taxes on the subject property. The Tax Commissioner is authorized to deduct the City's share of the collection cost from any disbursement due the City upon collection of such delinquent taxes.

HOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AVCROSS, GEORGIA 31502 (912) 283-0026

TERMINATION OF AGREEMENT:

This Agreement shall remain in full force and effect until the end of the calendar year in which it is made. PROVIDED HOWEVER, if neither of the parties has given to the other a ninety (90) day notice of its desire to terminate this Agreement, then same shall continue in full force and effect for a new twelve (12) month period and it shall continue in such manner for forty-nine (49) continuing twelve (12) month periods or until the Agreement is terminated by one of the parties as herein provided.

IT IS FURTHER PROVIDED and Agreed that a party may, at any time hereafter, terminate this Agreement by giving to the other parties a ninety (90) day notice of its intent to terminate the Agreement, after which ninety (90) days this Agreement shall be canceled.

4. **GOVERNING LAW:**

3.

This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

5. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

6. NOTICES:

All notices, demands or writings in this agreement provided, to be given

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 (AYCROSS, GEORGIA 31502 (912) 283-0026 or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE TAX COMMISSIONER: P. O. Box 829, Nahunta, GA 31553

TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553

TO THE CITY: P. O. Box 156, Nahunta, GA 31553

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be placed hereon.

Lorna H. Thomas, as TAX COMMISSIONER **OF BRANTLEY COUNTY**

BRANTLEY COUNTY, GEORGIA

By: Harry Riggins, Channan

Attest: <u>Date</u> <u>Alligan</u> Dale J. Halligan, Clerk

Signed, sealed and delivered in the presence of:

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AYCROSS, GEORGIA 31502 (912) 283-0026

End Ma Notary Public

Notary Fublic, Brantley County, Georgia My Commission Expires March 30, 2001

CITY OF NAHUNTA, GEORGIA

By <u>Marvin Peeples</u> Marvin Peeples, Mayor Attest: <u>Cloud</u> Hulett Eloise Hulett, Clerk

STATE OF GEORGIA,

COUNTY OF BRANTLEY.

TAX COLLECTION AGREEMENT

THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>Septenkur</u>. 1999, by and between LORNA H. THOMAS, as the Tax Commissioner of Brantley County and BRANTLEY COUNTY, GEORGIA, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the CITY OF HOBOKEN, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the County and the Tax Commissioner and the City in an effort to avoid duplication of services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding the collection of delinquent ad valorem real property taxes on property located within the corporate limits of the City;

THEREFORE, in consideration of \$1.00, and other good and valuable considerations to the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and contract between themselves as follows:

1. APPOINTMENT AS EX-OFFICIO CITY MARSHALL:

The County agrees that should circumstances occur where real property ad valorem taxes due the County on property which is located within the corporate limits of the City be delinquent and the Tax Commissioner elects to proceed to levy and sell such real property for

THOMAS & SETTLE AITORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 VAYCROSS GEORGIA 31502 (912) 283-0026 collection of taxes, the Tax Commissioner shall include within her levy and collection proceedings any delinquent taxes on such real property due the City, and in the undertaking of such tax collection for the City, the City does by these presents constitute, appoint and designate the Tax Commissioner of Brantley County to act and serve as Ex-Officio City Marshall for and during such collection proceedings.

IT IS FURTHER PROVIDED and agreed that prior to under taking any proceeding for the collection of City taxes under the provisions of this Agreement, the County shall notify the City of its intended actions, at which point the City shall have ten (10) days to notify the Tax Commissioner that the City does not desire for the Tax Commissioner to include any delinquent City taxes in such proposed tax levy and sale.

COMPENSATION:

2.

In any proceedings provided for herein where the Tax Commissioner of Brantley County is acting as Ex-Officio City Marshall in any proceeding for the collection of delinquent real property ad valorem taxes due the City, the City shall be liable to the County for such portion of the cost for the collection proceeding as equals the percentage of the taxes due the City to the total of the delinquent taxes on the subject property. The Tax Commissioner is authorized to deduct the City's share of the collection cost from any disbursement due the City upon collection of such delinquent taxes.

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 AYCROSS, GEORGIA \$1502 (912) 283-0026

TERMINATION OF AGREEMENT:

This Agreement shall remain in full force and effect until the end of the calendar year in which it is made. PROVIDED HOWEVER, if neither of the parties has given to the other a ninety (90) day notice of its desire to terminate this Agreement, then same shall continue in full force and effect for a new twelve (12) month period and it shall continue in such manner for forty-nine (49) continuing twelve (12) month periods or until the Agreement is terminated by one of the parties as herein provided.

IT IS FURTHER PROVIDED and Agreed that a party may, at any time hereafter, terminate this Agreement by giving to the other parties a ninety (90) day notice of its intent to terminate the Agreement, after which ninety (90) days this Agreement shall be canceled.

4. **GOVERNING LAW:**

3.

This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

5. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

6. <u>NOTICES:</u>

All notices, demands or writings in this agreement provided, to be given

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVFNUE POST OFFICE BOX 980 VAYCROSS, GEORGIA 31502 (912) 283-0026 or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE TAX COMMISSIONER: P. O. Box 829, Nahunta, GA 31553

TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553

TO THE CITY: P. O. Box 236, Hoboken, GA 31542

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be

placed hereon.

Lorna H. Thomas, as TAX COMMISSIONER **OF BRANTLEY COUNTY**

BRANTLEY COUNTY, GEORGIA

By:_ y Riggins, Chair

Attest: Dale J. Halligan, Cerk

Signed, sealed and delivered in the presence of:

montha itness

Notary Public

Notary Public, Brantley County, Georgia My Commission Expires March 30, 2001

CITY OF HOBOKEN, GEORGIA

By Charles W. Se Charles Lee, Mayor

Attest: Kinda Henderson, Clerk

Signed, selaed and delivered in the presence of,

0 Witness

Notary

My Commission Expires Jan. 21, 2003

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 WAYCROSS, GEORGIA 31502 (912) 283-0026

STATE OF GEORGIA,

COUNTY OF BRANTLEY.

TAX COLLECTION AGREEMENT

THIS AGREEMENT, Made and entered into this <u>22</u> day of <u>Septenkus</u>, 1999, by and between LORNA H. THOMAS, as the Tax Commissioner of Brantley County and BRANTLEY COUNTY, GEORGIA, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the CITY OF HOBOKEN, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the County and the Tax Commissioner and the City in an effort to avoid duplication of services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding the collection of delinquent ad valorem real property taxes on property located within the corporate limits of the City;

THEREFORE, in consideration of \$1.00, and other good and valuable considerations to the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and contract between themselves as follows:

1. APPOINTMENT AS EX-OFFICIO CITY MARSHALL:

The County agrees that should circumstances occur where real property ad valorem taxes due the County on property which is located within the corporate limits of the City be delinquent and the Tax Commissioner elects to proceed to levy and sell such real property for

THOMAS & SETTLE AITORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 VAYCROS\$, GEORGIA 31502 (912) 283-0026 collection of taxes, the Tax Commissioner shall include within her levy and collection proceedings any delinquent taxes on such real property due the City, and in the undertaking of such tax collection for the City, the City does by these presents constitute, appoint and designate the Tax Commissioner of Brantley County to act and serve as Ex-Officio City Marshall for and during such collection proceedings.

IT IS FURTHER PROVIDED and agreed that prior to under taking any proceeding for the collection of City taxes under the provisions of this Agreement, the County shall notify the City of its intended actions, at which point the City shall have ten (10) days to notify the Tax Commissioner that the City does not desire for the Tax Commissioner to include any delinquent City taxes in such proposed tax levy and sale.

2. COMPENSATION:

In any proceedings provided for herein where the Tax Commissioner of Brantley County is acting as Ex-Officio City Marshall in any proceeding for the collection of delinquent real property ad valorem taxes due the City, the City shall be liable to the County for such portion of the cost for the collection proceeding as equals the percentage of the taxes due the City to the total of the delinquent taxes on the subject property. The Tax Commissioner is authorized to deduct the City's share of the collection cost from any disbursement due the City upon collection of such delinquent taxes.

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 (AYCROSS, GEORGIA \$1502 (912) 283-0026

TERMINATION OF AGREEMENT:

This Agreement shall remain in full force and effect until the end of the calendar year in which it is made. PROVIDED HOWEVER, if neither of the parties has given to the other a ninety (90) day notice of its desire to terminate this Agreement, then same shall continue in full force and effect for a new twelve (12) month period and it shall continue in such manner for forty-nine (49) continuing twelve (12) month periods or until the Agreement is terminated by one of the parties as herein provided.

IT IS FURTHER PROVIDED and Agreed that a party may, at any time hereafter, terminate this Agreement by giving to the other parties a ninety (90) day notice of its intent to terminate the Agreement, after which ninety (90) days this Agreement shall be canceled.

4. **GOVERNING LAW:**

3.

This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

5. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

6. <u>NOTICES:</u>

All notices, demands or writings in this agreement provided, to be given

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 WAYCROSS, GEORGIA 31302 (912) 283-0026 or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

TO THE TAX COMMISSIONER: P. O. Box 829, Nahunta, GA 31553

TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553

TO THE CITY: P. O. Box 236, Hoboken, GA 31542

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be placed hereon.

Lame A. Shomen

Lorna H. Thomas, as TAX COMMISSIONER OF BRANTLEY COUNTY

BRANTLEY COUNTY, GEORGIA

By: Harry Riggins, Char

Attest: Day . O.Y Dale J. Halligan, Q

Signed, sealed and delivered in the presence of:

Notary Public

Notary Public, Brantley County, Georgia My Commission Explan March 30, 2001 **CITY OF HOBOKEN, GEORGIA**

By Charles Tr. Charles Lee, Mayor

Attest: (

Signed, selaed and delivered in the presence of,

11 Vienes Notary

My Commission Expires Jan. 21, 2003

THOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 WAYCROSS, GEORGIA 31502 (912) 283-0026







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.

Service: Water and Sewer

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, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): The City of Nahunta provides water and sewer service within its incorporated boundaries. The City of Nahunta, in addition to providing water and sewer services to the middle school and high school, will provide water and sewer services to the Brantley County Industrial Park; water and sewer services will not be provided in other unincorporated areas without a written agreement. The City of Hoboken will provide water services within its incorporated boundaries.

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, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> 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
City of Nahunta	User fees; General Fund
City of Hoboken	User fees; General Fund

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

No change

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

Agreement Name	Contracting Parties	Effective and Ending Dates	
Water/Sewer Extension Agrmt.	Brantley County, City of Hoboken, City of Nahunta 9/11/1999 until 20		
Agreement	City of Nahunta, Brantley Co. Board of Education	6/20/1996 until 2046	

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?

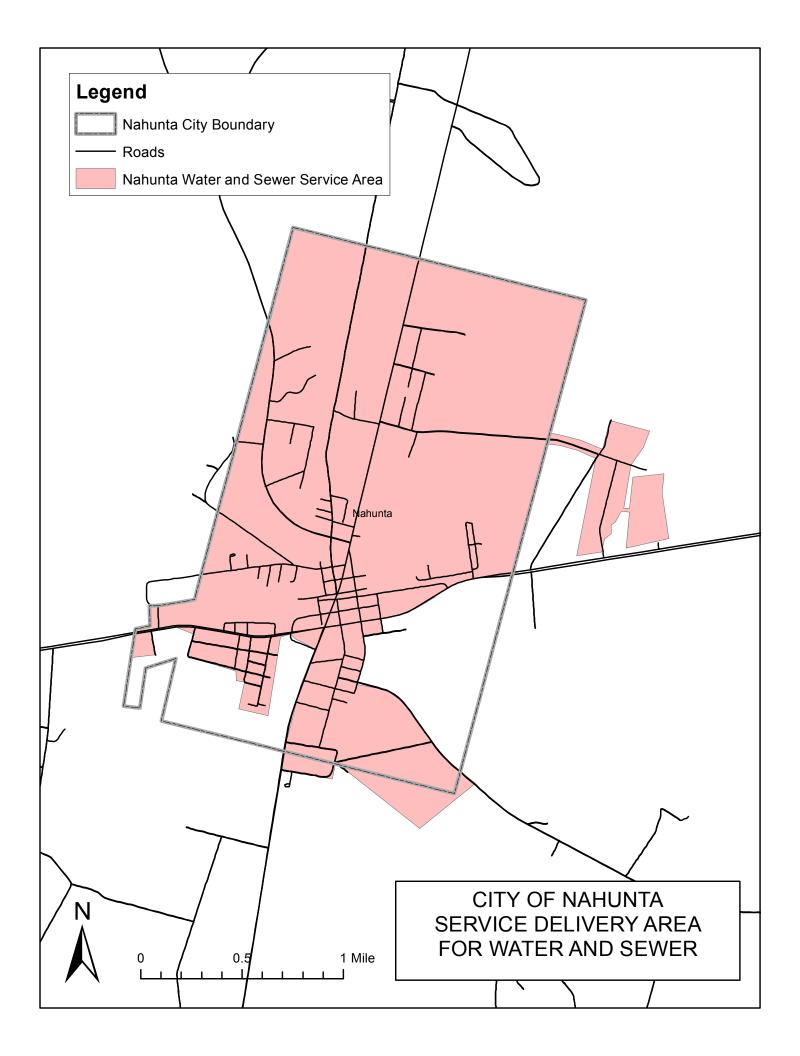
N/a

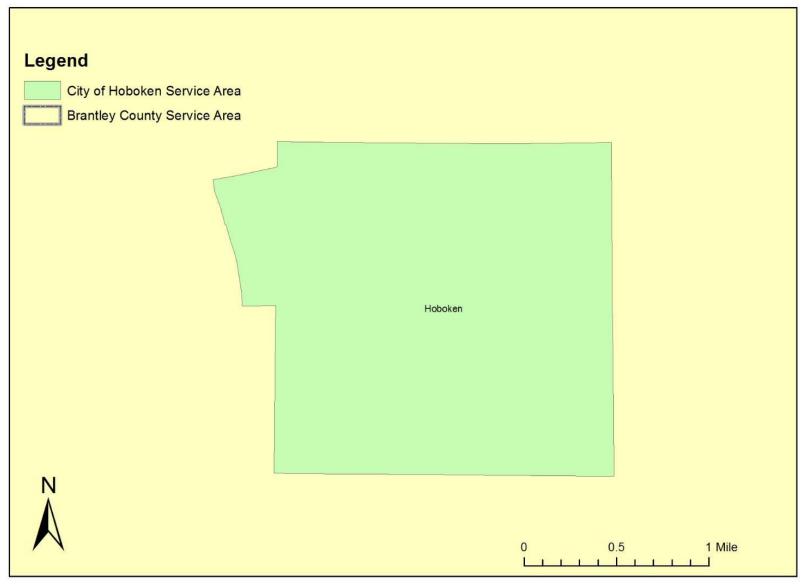
7. Person completing form: Carl Rowland

Phone number: 912-462-5256 Date completed: 4/18/2016

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? XYes No

If not, provide designated contact person(s) and phone number(s) below: TYPE CONTACT NAME, TITLE & PHONE HERE





CITY OF HOBOKEN WATER SERVICE AREA

STATE OF GEORGIA, COUNTY OF BRANTLEY.

WATER AND/OR SEWER SERVICE EXTENSION AGREEMENT

SERVICE DELIVERY PROCESS

THIS AGREEMENT, Made and entered into this <u>9</u> day of <u>November</u>, 1999, by and between BRANTLEY COUNTY, GEORGIA, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the CITY OF NAHUNTA, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "Nahunta") and the CITY OF HOBOKEN, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "Hoboken"), if the cities should be referred to jointly herein they shall be referred to as "the Cities" or if neither city is specifically being referred to then it shall be referred to as "the City".

WITNESSETH:

WHEREAS, the County and the Cities in an effort to avoid duplication and/or conflicts in the delivery of certain services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding any future extension of water and/or sewer services by either of the Cities into areas of the County beyond the corporate limits of the Cities; and

WHEREAS, the County and the Cities do hereby agree to and establish the following process regarding any proposed extension of water and/or sewer service into the unincorporated area by either Nahunta or Hoboken, to-wit:

Prior to initiating any formal action on the extension of any water and/or sewer service into an unincorporated area of the County, the City desiring or interested in extending its water and/or sewer service beyond its corporate limits must notify the County's governing authority of such proposed service extension and therein provide the following information: the exact location of property/area to be served by such service extension; the type of service (water and/or sewer) to be provided; the type and number of customers expected to be provided said service; the exact route the general service delivery lines will follow; when the service should be expected to begin; and the means of financing the proposed expansion project.

Within 30 working days following receipt of such notice, the County shall sent to the notifying City a response indicating either: (a) the County has no objection to the proposed service extension; or, (b) the County objects to the proposed service extension, therein describing its objections to the City's proposed service extension, and listing any possible stipulations or conditions

FHOMAS & SETTLE ATTORNEYS AT LAW 500 PLANT AVENUE POST OFFICE BOX 980 AYCROSS. GEORGIA 31502 (912) 283-0026 1.

that would alleviate the County's objections.

2.

If the County indicates it has no objection to the City's proposed service extension, then the city shall be permitted to proceed with its said proposed service extension. If the County fails to respond to the City's notice in writing within the said 30 days, then the city shall be permitted to proceed with its said proposed service extension and the County loses its right to object to and stop the said proposed service extension.

3. If the County notifies a City that it has an objection to a proposed water and/or sewer service extension into an unincorporated area of the County, the City seeking to extend such service must respond to the County's objection, in writing, within 15 working days of receiving the County's objections by either: (a) agreeing to implement the County's stipulations and conditions as set forth in the County's objection and thereby resolving the County's objections; or (b) acknowledge the County's objection and stop all action relating to said proposed service extension.

4. If a City desiring to extend its water and/or sewer service into an unincorporated area of the County is permitted by the County as set forth herein, then prior to the City engaging in such service extension, the City must enter into a written agreement with the County wherein the actual services to be provided by the City and its manner of establishing its cost for such service are set forth and approved by the County.

5. This Agreement regarding the extension of water and/or sewer services into the unincorporated areas of the County of the Cities shall remain in full force and effect for a period of fifty (50) years, or until amended by written agreement of the parties, or terminated by the parties.

6. This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

8. All notices, demands or writings in this agreement provided, to be given or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

HOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 YCROSS, GEORGIA 31502 (912) 283-0026 TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553 TO NAHUNTA: P. O. Box 156, Nahunta, GA 31553 TO HOBOKEN: P. O. Box 236, Hoboken, GA 31542

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be placed hereon.

BRANTLEY COUNTY, GEORGIA

By: <u>Harry Riggins</u>, Chairman

Attest: <u>Nale J. Halligan</u>, Clerk

CITY OF NAHUNTA, GEORGIA

Signed in the presence of:

Vernag D

Notary Public Notary Public, Brantley County, Georgia Notary Public, Brantley County, Georgia Notary Public, Brantley County, Georgia

By Marvin Peeples, Mayor

Attest: Mattie Eloise Hulett, Clerk Ginny MATH. & ASSIT CHERK

CITY OF HOBOKEN, GEORGIA

Signed in the presence of:

Notary Public, Brantley County, Georgia My Commission Expires March 30, 2001

By Charles N. See Charles Lee, Mayor

Attest: <u>Julie Flowers</u> Linda Henderson, Clerk asst. Ciez Clers

Signed in the presence of:

alleve Wy min

Notary Public My Commission Expires Jan. 21, 2003 11-12-99

IOMAS & SETTLE TTORNEYS AT LAW 100 PLANT AVENUE OST OFFICE BOX 980 CROSS, GEORGIA 31502 (912) 283-0026

STATE OF GEORGIA. COUNTY OF BRANTLEY.

THIS AGREEMENT, made and entered into this ZQ day of <u>-</u><u>June</u>, 1996, by and between the City of Nahunta, Georgia, hereinafter referred to as the "City", and the Brantley County Board of Education, hereinafter referred to as the "Board".

WITNESSETH

WHEREAS, the Board has a middle school and a high school located approximately two miles west of the City, and

WHEREAS, the City and the Board are mutually interested in extending a sewer line to these facilities so waste water can be pumped from the schoole to the City's waste water treatment plant, and

WHEREAS, in the interest to providing these facilities and services with the least possible expenditure of public funds, full cooperation from the City and the Board is necessary,

NOW THEREFORE, in consideration of promises made, one to the other, the City and the Board through their governing bodies agree to cooperate with each other in carrying out the above-stated purposes, and to that end they agree as follows:

1. The City will arrange for the planning and construction of a sewer line capable of transporting waste water generated by the Board's middle school and high school from their combined campuses to the City's waste water treatment plant. The City is authorized by the Board to retain a qualified engineer to design and supervise the construction of this line. The engineer will advise the City and the Board whether the existing system can handle the increa i waste water load and the impact of the additional load on the system. The engineer will also prepare plans for the construction of the line if the project is feasible, and give to the City and Board updated estimates of its costs. Final plans for the project and any subsequent changes thereto are subject to the approval of both the City and the Board. The Board agrees to pay to the City an amount equal to the amount paid by the City to its engineer for these services, whether the project is constructed or not.

2. The City shall have control over the construction of the project. The Board agrees to cooperate with the City in order to facilitate these improvements by giving the City reasonable and appropriate easements on its property for the construction of the sewer line and any pumping facilities related thereto.

3. The City and the Board have received a preliminary estimate of \$250,000.00 for the planning and construction of this project. After final engineering plans are accepted by the City and the Board the City will advertise for competitive bids for the construction of the project, following the procedures mandated by law for local governmental projects, and then choose from the bidders a contractor for the project. Should that contractor's bid together with the cost of the engineer exceed \$250,000.00 by ten percent or more the City shall secure final agreement on the cost from the Board before construction begins.

4. The City agrees to apply for a Georgia Environmental Facilities Authority loan in the amount of \$100,000.00 to be amortized over 120 months at 2% interest. This agreement is contingent upon the City securing this loan. The loan proceeds will be applied toward the cost of construction of the sewer line. The City will repay the loan in monthly installments according to its terms. The Board agrees to pay the City on or before the first of each month an amount equal to the City's monthly payment on the Georgia Environmental Facilities Authority loan.

5. The cost of the project in excess of the amount financed by the Georgia Environmental Facilities Authority shall be paid by the Board to the City either in installments during the time of construction, or as a lump sum payment when the project is completed. The City shall select the method of payment. Payment of any installment or the lump sum by the Board shall be contingent upon the City certifying to the Board that the work performed is acceptable.

6. After the sewer line is operational the City shall assess the Board a monthly fee for the treatment of its waste water based upon the number of gallons processed and at a rate equal to the lowest rate charged commercial metered customers of the City's sewer department.

7. After the sewer line is operational the City will remain responsible for its operation to include maintenance, up keep and repairs from a lift station, which is to be constructed on school property, to the waste water treatment plant. The City will provide to the Board services similar to those provided to citizens of the City of Nahunta. The City will at no time impose special fees, assessments or charges on the Board, other than those referred to in this agreement, that are not charged in like fashion to similarly situated city residents. Should the line become obsolete or inadequate for the purposes intended, the City and the Board agree to cooperate to repair, improve or replace the line.

The City and the Board agree that this sewer line is intended primarily for the transport of waste water from the Board's school complex to the City's waste water treatment plant. The City shall be allowed to connect other sewer customers to the line so long as this does not adversely effect service to the Board. Should a new customer be tied into the line the City will determine after twelve months of sewer service the total gallons of waste water generated by that customer and advise the Board accordingly. Within sighteen months of the beginning of sewer service to that customer the City will calculate the percentage of increase in the volume of waste water created by the new customer's use of this line and reimburse to the Board an amount equal to a like percentage of the total costs of the construction of this line. (EXAMPLE: If after one year of service to a new customer the Board generates I,000 gallons of waste water and the new customer generates 100 gallons of waste water the City will rebate to the Board 100/1100th's of the Board's total cost for the construction of the line.) This arrangement will remain in effect for twenty (20) years from the first use of the line by the Board.

9. It is understood and agreed that this agreement is made in good faith and that unless otherwise provided herein it is to be in effect for fifty (50) years. After ten years or at such time as the Georgia Environmental Facilities Authority Loan is paid in full the terms of paragraph four of this agreement shall expire and the

Board shall have no continuing obligation to make monthly payments to the City other than those amounts charged for the processing of waste water. Remaining provisions of this agreement shall remain in full force and effect unless cancelled or changed by mutual agreement of the parties.

IN WITNESS WHEREOF, and pursuant to authority granted by duly recorded resolutions, the parties hereto have caused this Agreement to be executed on their behalf.

City of Nahunta

Byr Mayor nle.

Brantley County Board of Education

By: 1. Lee antory Chairman,

Board of Education

Sworn to and subscribed June this Zon day of 1996. Notary Publ 4c

Notary Public, Brantley County, Georgiz My Commission Expires Aug. 24, 1997







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:BRANTLEY

1. What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy? None. Presently no zoning ordinances have been adopted by the County or either City. T into agreements for resolution of land use matters should such ever arise.	·
2. Check the boxes indicating how these incompatibilities or conflicts were addressed:	NOTE:
Amendments to existing comprehensive plans	If the necessary plan amendments,
Adoption of a joint comprehensive plan	regulations, ordinances, etc. have not yet been formally adopted, indicate when
Other measures (amend zoning ordinances, add environmental regulations, etc.)	each of the affected local governments will adopt them.
If "other measures" was checked, describe these measures: Describe "Other" Measures Here	·
3. What policies, procedures and/or processes have been established by local governme authorities) to ensure that new extraterritorial water and sewer service will be consistent v and ordinances? The Cities have entered into an Agreement with the County which prov water and/or sewer service into the unincorporated area without giving a 30 day notice to may not occur if the County objects to same. A copy of said Agreement is attached heret	with all applicable land use plans ides that neither city will extend the County and such extension
4. Person completing form: Carl Rowland	
Phone number: 912-462-5256 Date completed: 4/18/2016	
5. Is this the person who should be contacted by state agencies when evaluating whethe projects are consistent with the service delivery strategy? ⊠Yes □No	r proposed local government
If not, provide designated contact person(s) and phone number(s) below:	
TYPE CONTACT NAME, TITLE & PHONE HERE	

STATE OF GEORGIA, COUNTY OF BRANTLEY.

WATER AND/OR SEWER SERVICE EXTENSION AGREEMENT

SERVICE DELIVERY PROCESS

THIS AGREEMENT, Made and entered into this <u>9</u> day of <u>November</u>, 1999, by and between BRANTLEY COUNTY, GEORGIA, by and through its Board of Commissioners, (hereinafter referred to as "the County") and the CITY OF NAHUNTA, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "Nahunta") and the CITY OF HOBOKEN, GEORGIA, by and through its Mayor and City Council (hereinafter referred to as "Hoboken"), if the cities should be referred to jointly herein they shall be referred to as "the Cities" or if neither city is specifically being referred to then it shall be referred to as "the City".

WITNESSETH:

WHEREAS, the County and the Cities in an effort to avoid duplication and/or conflicts in the delivery of certain services and to provide efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, desire to enter into this agreement regarding any future extension of water and/or sewer services by either of the Cities into areas of the County beyond the corporate limits of the Cities; and

WHEREAS, the County and the Cities do hereby agree to and establish the following process regarding any proposed extension of water and/or sewer service into the unincorporated area by either Nahunta or Hoboken, to-wit:

Prior to initiating any formal action on the extension of any water and/or sewer service into an unincorporated area of the County, the City desiring or interested in extending its water and/or sewer service beyond its corporate limits must notify the County's governing authority of such proposed service extension and therein provide the following information: the exact location of property/area to be served by such service extension; the type of service (water and/or sewer) to be provided; the type and number of customers expected to be provided said service; the exact route the general service delivery lines will follow; when the service should be expected to begin; and the means of financing the proposed expansion project.

Within 30 working days following receipt of such notice, the County shall sent to the notifying City a response indicating either: (a) the County has no objection to the proposed service extension; or, (b) the County objects to the proposed service extension, therein describing its objections to the City's proposed service extension, and listing any possible stipulations or conditions

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that would alleviate the County's objections.

2.

If the County indicates it has no objection to the City's proposed service extension, then the city shall be permitted to proceed with its said proposed service extension. If the County fails to respond to the City's notice in writing within the said 30 days, then the city shall be permitted to proceed with its said proposed service extension and the County loses its right to object to and stop the said proposed service extension.

3. If the County notifies a City that it has an objection to a proposed water and/or sewer service extension into an unincorporated area of the County, the City seeking to extend such service must respond to the County's objection, in writing, within 15 working days of receiving the County's objections by either: (a) agreeing to implement the County's stipulations and conditions as set forth in the County's objection and thereby resolving the County's objections; or (b) acknowledge the County's objection and stop all action relating to said proposed service extension.

4. If a City desiring to extend its water and/or sewer service into an unincorporated area of the County is permitted by the County as set forth herein, then prior to the City engaging in such service extension, the City must enter into a written agreement with the County wherein the actual services to be provided by the City and its manner of establishing its cost for such service are set forth and approved by the County.

5. This Agreement regarding the extension of water and/or sewer services into the unincorporated areas of the County of the Cities shall remain in full force and effect for a period of fifty (50) years, or until amended by written agreement of the parties, or terminated by the parties.

6. This Agreement shall be interpreted and construed pursuant to the law of the State of Georgia.

7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition of or to this Agreement shall be binding and enforceable unless in writing and officially signed by the parties.

8. All notices, demands or writings in this agreement provided, to be given or made or sent, or which may be given or made or sent, by either party hereto to the other party, shall be deemed to have been fully given or made or sent, when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

HOMAS & SETTLE ATTORNEYS AT LAW 800 PLANT AVENUE POST OFFICE BOX 980 YCROSS, GEORGIA 31502 (912) 283-0026 TO THE COUNTY: P. O. Box 398, Nahunta, GA 31553 TO NAHUNTA: P. O. Box 156, Nahunta, GA 31553 TO HOBOKEN: P. O. Box 236, Hoboken, GA 31542

The address which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written by causing their respective official hands and seals to be placed hereon.

BRANTLEY COUNTY, GEORGIA

By: <u>Harry Riggins</u>, Chairman

Attest: <u>Nale J. Halligan</u>, Clerk

CITY OF NAHUNTA, GEORGIA

Signed in the presence of:

Vernag D

Notary Public Notary Public, Brantley County, Georgia Notary Public, Brantley County, Georgia Notary Public, Brantley County, Georgia

By Marvin Peeples, Mayor

Attest: Mattie Eloise Hulett, Clerk Ginny MATH. & ASSIT CHERK

CITY OF HOBOKEN, GEORGIA

Signed in the presence of:

Notary Public, Brantley County, Georgia My Commission Expires March 30, 2001

By Charles N. See Charles Lee, Mayor

Attest: <u>Julie Flowers</u> Linda Henderson, Clerk asst. Ciez Clers

Signed in the presence of:

alleve Wy min

Notary Public My Commission Expires Jan. 21, 2003 11-12-99

IOMAS & SETTLE TTORNEYS AT LAW 100 PLANT AVENUE OST OFFICE BOX 980 CROSS, GEORGIA 31502 (912) 283-0026

STATE OF GEORGIA

COUNTY OF BRANTLEY

SERVICE DELIVERY STRATEGY DISPUTE RESOLUTION PROCESS O.C.G.A. 36-70-24(4)(C) HOUSE BILL NO. 489

The City of Hoboken, the City of Nahunta and the Brantley County hereby agree to implement the following process for resolving land use disputes over annexation effective July I, 1998.

1. Prior to initiating any formal annexation activities, the city will notify the the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classifications (if applicable) of the property upon annexation.

Within <u>30</u> working days following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or, (b) describing its bona fide objections to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objections.

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a bona fide land use classification objection, the city will respond to the county in writing within <u>15</u> working days of receiving the county's objections by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objections; (b) agreeing with the county and stopping action on the county's proposed annexation; (c) disagreeing that the county's objections are bona fide and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.

- If the city initiates mediation, the city and county will agree on a mediator, 4. mediation schedule and determine participants in the mediation. The city and county agree to share equally any costs associated with mediation.
- If no resolution of the county's bona fide land use classification objections 5. results from the mediation, the city will not proceed with the proposed annexation.
- If the city and county reach agreement as described in step 3(a) or as **6**. a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owners.

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owners.

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

<u>Linda Henderson</u> Attest: <u>Clause Aultet</u> Attest:

Charles Lee, Mayor **City of Hoboken**

farm

Marvin Peeples, Mayor **City of Nahunta**

tany

Harry Riggins, Chaliman **Brantley County Commission**







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: BRANTLEY

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
BRANTLEY COUNTY	Board Vice Chair	Brian Hendricks	Bron Hert 2	5/5/15
CITY OF HOBOKEN	Mayor	Charles Lee		
CITY OF NAHUNTA	Mayor	Ronnie Jacobs		
BRANTLEY COUNTY DEVELOPMENT AUTHORITY	Chair	Peggy Bowers		







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: BRANTLEY

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
BRANTLEY COUNTY	Board Vice Chair	Brian Hendricks		
CITY OF HOBOKEN	Mayor	Charles Lee		Λ
CITY OF NAHUNTA	Mayor	Ronnie Jacobs	Mayor hannie Jac	5/4/16
BRANTLEY COUNTY DEVELOPMENT AUTHORITY	Chair	Peggy Bowers		5/4/10







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: BRANTLEY

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
BRANTLEY COUNTY	Board Vice Chair	Brian Hendricks		
CITY OF HOBOKEN	Mayor	Charles Lee	Charles A. Su	5-3-56
CITY OF NAHUNTA	Mayor	Ronnie Jacobs		
BRANTLEY COUNTY DEVELOPMENT AUTHORITY	Chair	Peggy Bowers		