





FORM 1

COUNTY: LAMAR

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 shall 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 Revising or Adding to the SDS	OPTION B 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). 	 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.
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).]	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. Aldora Barnesville Lamar County Lamar County Regional Solid Waste Authority Milner Lamar County Health Department **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. Ambulance/Emergency Medical Animal Control & Pound Courts **Emergency Management Fire Protection** Health Police Recreation Road/Right of Way Maintenance Senior Citizen Center Social Services Solid Waste Collection Solid Waste Disposal

Storm Water Management Street Lighting Zoning/Code Enforcement

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.

Jail Library Sewer Collection Sewer Treatment Water Treatment/Distribution







FORM 2: Summary of Service Delivery Arrangements

Instructions:

 Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR
 Service:Ambulance/Emergency Medical

 1. Check <u>one</u> box that best describes the agreed upon delivery arrangement for this service:

a.) 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.):**Lamar County**

b.) 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.):

c.) 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:

d.) 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.):

e.) 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?

Section 24 (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
Lamar County	General Fund

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

N/A

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?

Lamar County will contract with a service provider to deliver ambulance coverage to the entire county.

7. Person completing form: Charles Glass, Chairman Phone number: 770-358-5146 Date completed: 8/28/2018

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Animal Control and Pound 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.): b.) 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.): c.) 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: d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): City of Barnesville and Lamar County e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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 Barnesville	General Fund
Lamar County	General Fund

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The City of Barnesville provides animal collection in the City. Lamar County provides animal collection in unincorporated Lamar County and the City of Milner. The City of Barnesville provides the pound for both governments.

- 7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 6/11/2018
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below: DAVID ROSE, BARNESVILLE CITY MANAGER, 770-358-0181







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . 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:LAMAR	Service: Courts		
1. Check one box that best describes the agreed upo	n delivery arrangement for this service.		
	cluding all cities and unincorporated areas) by a single service provider.		
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):		
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the		
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the		
e.) Other (If this box is checked, attach a legib identify the government, authority, or other organiza	le map delineating the service area of each service provider, and ation that will provide service within each service area.):		
2. In developing this strategy, were overlapping servic identified?	ce areas, unnecessary competition and/or duplication of this service		
Yes (if "Yes," you must attach additional docume	entation as described, below)		
⊠No			
If these conditions will continue under this strategy, \underline{a} overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).		
If these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.		

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

Local Government or Authority	Funding Method
Lamar County	Genreal Fund/Fines and Forfeitures
Superior, Probate, Magistrate,	
Juvenile	
Barnesville Municiple	General Fund/Fines and Forfeitures
Milner Municipal	General Fund/Fines and Forfeitures

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?

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Emergency Management 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.):Lamar County b.) 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.): c.) 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: d.) 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.): e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No

If these conditions will continue under this strategy, <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
Lamar County	General Fund/PPA funds

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

No Change

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/28/2018

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 XNo







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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:LAMAR

Service: Fire Protection

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

a.) 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.):

b.) 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.):

c.) 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:

d.) 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.):

e.) 🖾 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.): **City of Barnesville and Lamar County**

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 Barnesville	General Fund
Lamar County	County Insurance Premium Tax and General Fund

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Fire Protection Agreement	City of Barnesville and Aldora	Current/Continuing
Fire Protection Agreement	Lamar County and Milner	2/21/2012 to 2/20/2022

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

The City of Barnesville provides fire protection to the City of Barnesville and the Town of Aldora and the Barnesville/Lamar County Industrial park. Lamar County provides fire protection to the City of Milner and unincorporated Lamar County.

- 7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/31/2018
- 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



Automatic Mutual Aid Agreement

STATE OF GEORGIA COUNTY OF LAMAR

THIS AGREEMENT entered into by and between the Lamar County Fire Department and the City of Barnesville Fire Department.

WHEREAS, both the above named Fire Departments are legally organized and in compliance with O.C.G.A. 25-3-20 and any other applicable Law; and

WHEREAS, both parties hereto have the responsibility of providing fire protection in their respective jurisdictions; and

WHEREAS, the parties' jurisdiction as to furnishing fire protection are in close proximity to each other; and

WHEREAS, each party maintains equipment and personnel for the suppression of fires within their jurisdiction; and

WHEREAS, the parties hereto desire to augment and supplement the fire protection available in their respective jurisdictions and in the event of large fires or conflagrations; and

WHEREAS. It is mutually deemed sound, desirable, practical, and beneficial for the parties hereto to render assistance to each other in accordance with this Agreement.

NOW THEREFORE, it is agreed as follows:

Whenever it is deemed advisable by chief officer of a fire department belonging to a party to this Agreement or by the designated officer of and such fire department actually present at any fire, to request firefighting assistance under the terms of this Agreement, he is authorized to do so, and the senior officer on duty at the fire department receiving the request shall immediately put in action pre-determined Standard Operating Procedures and dispatch appropriate apparatus and personnel.

The rendering of assistance under terms if the Agreement shall not be mandatory. Nothing contained herein shall require the parties to the Agreement to render assistance if, in the opinion of the senior fire officer, such action will endanger the quality of service within his responsible, territory or jurisdiction. However, the party receiving the request for assistance shall immediately inform the requesting party if for any reason the request cannot be granted. Each party to this Agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

All services performed under this Agreement shall be rendered without reimbursement of either party or parties.

The Fire Chief requesting assistance shall assume full charge of all operations, but if he specifically request a senior officer of a fire department furnishing assistance to command, he shall not, by relinquishing command, be relieved of his responsibility for the operation; provided, that the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the fire department rendering assistance.

The chiefs of the fire department and personnel of the fire department of both parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections and training drill.

The chiefs of the fire department of the parties to this Agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by signatory parties.

This Agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of parties hereto or by written notice by one party to the other parties, giving ten (10) days notice of said cancellation.

EXECUTED in triplicate, this 21 Samasvilly Fin

Pounto Pole

day of Feb ,2012.

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Stephen C. Andrews, Fire Chief Lamar County Fire Rescue

to 1 kil

Jay Matthews Commission Chairman

Robert Zellner County Manager







FORM 2: Summary of Service Delivery Arrangements

Instructions:

	sted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:LAMAR	Service: Health
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Lamar County Health
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
Yes (if "Yes," you must attach additional docum	entation as described, below)
⊠No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strates will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.

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

Local Government or Authority	Funding Method
Lamar 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

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?

Lamar County and the City of Barnesville appoint various Board of Health members independent of each other.

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/31/2018

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 XNo







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as necess should be reported to the Department of Community Affairs.	sted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:LAMAR	Service: Jail
1. Check <u>one</u> box that best describes the agreed upo	
(If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Lamar County
checked, identify the government, authority or orga	
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum ☑ No	entation as described, below)
If these conditions will continue under this strategy, a	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	
	Page 1 of 2

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
Lamar County	General Fund

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

Lamar County will provide up to 8 beds per night for Barnesville prisoners. Additional beds on any one night will be charged to the City at the same rate as the average the County charges for out of county prisoners. The City and the County will impose a 10% add-on to criminal and traffic penalties, as well as bail and bond amounts. These fees will be deposited to the County Jail Fund and shall be used exclusively for construction, operation, and staffing the detention facilities of the County.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/17/2018

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

 Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR
 Service: Library

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

 a.)
 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.):

 b.)
 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.):

 c.)
 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:

 d.)
 One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service:

 d.)
 One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service:

 d.)
 One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated

e.) 🖾 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.): Lamar County, City of Milner

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

service.):

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
Lamar County	General Funds
City of Milner	General Funds

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

The Lamar County Board of Commissioners (LCBC) has 100% funding for the Barnesville-Lamar County Library. The City of Milner has 100% funding for the Milner Library

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?

Reason for duplication - Overlapping but higher levels of service for Milner with the Milner Library being much closer to their citizens. Both libraries are members of the Flint River Regional Library System and serve all users without regard for address.

- 7. Person completing form: Charles Glass, Chairman Phone number: 770-358-5146 Date completed: 3/25/2019
- 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









FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY</u> 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:LAMAR	Service: Police	
1. Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:	
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):	
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is nization providing the service.):	
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the d City of Milner	
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service	
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)	
No		
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).	
If these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.	

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

Local Government or Authority	Funding Method
City of Barnesville	General Fund
Lamar County/Aldora	General Fund
City of MIIner	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?

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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 XNo







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Recreation 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.):Lamar County b.) 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.): c.) 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: d.) 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.): e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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
Lamar County	General Funds
4. How will the strategy change the previ	ous arrangements for providing and/or funding this service within the county?

No Change, LCBC owns and operates the Recreation services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/31/2018

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Road/Right of Way Maintenance 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.): b.) 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.): c.) 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: d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): City of Barnesville, City of Milner, Town of Aldora e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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 Barnesville	General Fund
City of Milner	General Fund
Town of Aldora	General Fund
Lamar 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

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

7. Person completing form: Charles Glass, Chairman Phone number: 770-358-5146 Date completed: 9/26/2018

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Senior Citizen Center 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.):Lamar County b.) 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.): c.) 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: d.) 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.): e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e.,

overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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
Lamar 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

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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

If not, provide designated contact person(s) and phone number(s) below: **Bob Zellner, Lamar County Administrator, 770-358-5146**







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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:LAMAR

Service: Sewer Collection

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

a.) 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.):

b.) 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.):

c.) Cone 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:

d.) 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.):

e.) 🖾 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.): Aldora, Barnesville, Milner

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	
Aldora	User Fees	
Barnesville	User Fees	
Milner	user Fees	

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

The arrangements have been in place but the Sewer Collection service is being split from Sewer Treatment service in this version of the SDS and maps to reflect separate services are included.

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?

LCBC has assigned, granted, and conveyed to the City of Barnesville the exclusive right to provide and maintain sewer services in unincorporated Lamar County. The City of Milner provides sewer collection services within its service area defined by the attached map and the City of Barnesville provides sewer treatment for the City of Milner.

- 7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 3/26/2019
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? □Yes ⊠No

If not, provide designated contact person(s) and phone number(s) below: DAVID ROSE, BARNESVILLE CITY MANAGER, 770-358-0181









FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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:LAMAR

Service: Sewer Treatment

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

a.) 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.):

b.) 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.):

c.) Cone 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:

d.) 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.):

e.) 🖾 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.): Aldora, Barnesville

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	
Aldora	User Fees	
Barnesville	User Fees	

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

Milner contracts with Barnesville to treat their sewage. This arrangement has always been in place but it was clear in previous SDS filings.

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
Intergovernemental Contract	City of Barnesville and City of Milner	7/1/2002 to 6/30/2042

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?

LCBC has assigned, granted, and conveyed to the City of Barnesville the exclusive right to provide and maintain sewer services in unincorporated Lamar County. The City of Barnesville provides sewer treatment for the City of Milner.

- 7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 3/26/2019
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? □Yes ⊠No

If not, provide designated contact person(s) and phone number(s) below: DAVID ROSE, BARNESVILLE CITY MANAGER, 770-358-0181




STATE OF GEORGIA,

LAMAR COUNTY:

INTERGOVERNMENTAL CONTRACT FOR THE PROVISION OF SEWER TREATMENT SERVICES BETWEEN THE CITY OF BARNESVILLE, GEORGIA, AND CITY OF MILNER, GEORGIA

1 THIS AGREEMENT, made and entered this <u><u><u></u></u> day of 2 <u><u><u></u></u> day of</u> 2 <u><u><u></u></u> day of</u> 3 GEORGIA, a municipal corporation organized and existing under the 4 laws of the State of Georgia ("Barnesville"), and CITY OF MILNER, 5 a municipal corporation organized and existing under the laws of 6 the State of Georgia ("Milner"), provides as follows:</u>

7 WHEREAS, MILNER is contracting for the installation of public 8 sanitary sewer services for its residents and has no available 9 means for treatment of any resulting sewage (as is required by 10 law);

WHEREAS, BARNESVILLE presently provides public sanitary sewer services for its residents and maintains appropriate public sewage treatment facilities pursuant to necessary and required permits required by the Georgia Department of Natural Resources Environmental Protection Division; and

16 WHEREAS, BARNESVILLE and MILNER, through their respective 17 governing authorities, find and declare it in the best interest of

the parties and their residents to establish a relationship whereby
 BARNESVILLE will provide MILNER with sewage treatment services;

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3 NOW THEREFORE, for and in consideration of the mutual 4 covenants and promises herein made, the receipt, adequacy and 5 sufficiency of which are mutually acknowledged, the parties agree 6 to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

This instrument shall constitute a binding, Section 1.1 9 legal contract by and between the parties hereto, in accordance 10 with the authority granted by Article IX, Section III, Paragraph I 11 of the 1983 Constitution of the State of Georgia, and shall 12 constitute a general obligation to which its full faith and credit 13 is hereby pledged, including, if necessary, the levy of ad valorem 14 15 taxes. Each of the parties herein covenants that it has the 16 requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and 17 18 expedient to carry out the obligations and responsibilities herein 19 set forth, either expressly or by reasonable implication.

20 <u>Section 1.2</u> For the term of this agreement, all parties 21 agree to exercise good faith and best efforts to adequately and 22 properly fund such undertakings, including the exercise of power to 23 establish, levy and enforce reasonable rates, fees and charges for

1 the services contemplated to be provided.

<u>Section 1.3</u> By entering into this contract, the parties agree that Milner acquires no property rights or ownership in any assets or facilities of Barnesville, nor does Barnesville acquire any property rights or ownership in any assets or facilities of Milner.

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ARTICLE 2

TERM OF AGREEMENT

9 <u>Section 2.1</u> This agreement shall become effective at 12:01 10 A.M. on July 1, 2002, and shall terminate at midnight on June 30, 11 2042. It is expressly agreed that there shall be no interim 12 termination of the term of this agreement unless:

a. The governing bodies of both parties, mutually find and
agree to do so; or

15 b. Except as otherwise provided in Article 2.5, herein.

Given the intent of the parties to enforce this Section 2.2 16 agreement as a binding obligation for the full term stated, except 17 as otherwise specified herein, and in consideration of the unique 18 relationship herein created and established, upon which both 19 parties are entitled to justifiably rely, it is expressly agreed 20 that in the event of an alleged breach of future performance by any 21 party, the judicial remedy available to the parties shall be by an 22 action filed in the Superior Court of Lamar County, Georgia, and 23

1 the parties hereby waive any right to raise defenses relating to 2 lack of actual controversy or lack of uniqueness of the underlying 3 relationship.

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<u>4</u> <u>Section 2.3</u> To the extent allowable by law, the parties 5 agree that should such an action be filed, the filing party shall 6 be entitled to petition said court for expedited handling, 7 including shortening of the statutory periods involved for 8 response, discovery and trial. Upon the filing of such action, the 9 parties consent to the entry of an automatic interim injunction to 10 maintain the status quo pending outcome of the proceedings.

11 Section 2.4 It is the intention of the parties that any 12 action be resolved by means of a "bench trial" conducted by the 13 judge regularly assigned to such case, and the parties expressly 14 waive the right to trial by jury, it being the intention of all 15 parties that any disputes arising hereunder be resolved equitably 16 giving primary consideration to the enforcement of this contract to 17 its fullest extent.

18 Section 2.5 In the event Barnesville fails to provide the 19 services as required by Section 3.1(a), herein, for any period of 20 whatever duration. Milner shall have the right to notify 21 Barnesville that Barnesville is in breach of this Agreement, and 22 Milner shall have the right to immediate injunctive relief from the 23 Superior Court of Lamar County to require Barnesville to continue

1	to provide sewerage treatment services until such time as any
2	controversy between Milner and Barnesville is resolved or until
3	such time as Milner can obtain and secure alternate sources of
4	sewage treatment services.
5	ARTICLE 3.
6 7	BARNESVILLE'S PROVISION OF SEWAGE TREATMENT SERVICES TO MILNER
8	<u>Section 3.1</u> Throughout the term of this contract, it is
9	agreed by the parties that in its provision of sewerage treatment
10	services to Milner, Barnesville shall:
11	a. accept all sewage discharge from the Milner sewerage
12	system at a point located at the intersection of Atlanta Street and
13	North Street, Barnesville, Georgia, by means of connection of
14	implemented pursuant to standard engineering practices by which a
15	conduit or pipe from Milner will be connected to a pipe or conduit
16	in the City of Barnesville which is connected to and a part of
17	Barnesville's sanitary sewer system ("the point of delivery");
18	b. calibrate the meter at the point of delivery at the
19	request of Milner, but not exceeding one request per consecutive
20	twelve (12) month period;
21	c. read the meter at the point of delivery on a monthly basis
22	and submit to Milner an itemized statement of the amount of charges
23	for treatment of the sewage received from Milner;

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2 d. provide customer billing for the City of Milner sewer3 customers.

4 Section 3.2 In addition to the obligations set forth in 5 Section 3.1, Barnesville shall quarantee that its sewerage 6 treatment system shall accept and be able to accommodate and treat 7 at least 100,000 gallons of sewage per day from Milner. In the 8 event and at such time as the average daily amount of sewage 9 Barnesville receives from Milner equals or exceeds 70,000 gallons per day, Milner and Barnesville agree that they will negotiate in 10 11 good faith for an increase in the amount of guaranteed capacity 12 stated in this agreement.

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ARTICLE 4.

OBLIGATIONS OF MILNER

15 Section 4.1 For and in consideration of the services 16 performed by Barnesville pursuant to Section 3.1, Milner shall pay 17 Barnesville for the amount of sewage Barnesville receives and 18 treats from the operation of Milner's sewer system, pursuant to the 19 following rate schedule:

20

\$2.00 per 1,000 gallons of sewage

21 The rates charged by Barnesville to Milner shall not increase 22 except simultaneously with a general rate increase by which 23 Barnesville increases its rates to all customers, including those

1 located within the City of Barnesville.

In addition, Milner shall: 2 Section 4.2 furnish, install, operate and maintain at the point of 3 a. delivery the necessary meter to properly measure the quantity of 4 sewerage discharged from Milner to Barnesville; 5 repair and maintain the sewerage system operated by it; 6 b. 7 and prepare a necessary schedule of fees for customer tap on 8 c. 9 to the sewerage system. Section 4.3 Milner shall require any new industrial (or other 10 large commercial user) that desires to receive sewer service from 11 Milner to comply with Barnesville's existing sewer use ordinance 12 13 and comply with the terms and conditions of Barnesville's pre-

14 treatment permit requirements and procedures.

15 <u>Section 4.4</u> Milner shall require each customer to obtain a
16 sewer access permit prior to obtaining sewer service from Milner.

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ARTICLE 5.

INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

19 Section 5.1 Each party covenants that at the time of 20 execution of this contract, each party has comprehensive liability 21 insurance coverage (or its equivalent through either a program of 22 self-insurance or by participation in an interlocal risk management 23 agency) in an amount not less than \$1,000,000.00 per occurrence.

1 which coverage and amount shall be maintained throughout the 2 duration of this contract, in as broad a form as possible, 3 providing the entity with a defense and payment of resulting 4 judgments from claims reasonably anticipated or risks likely 5 foreseeable to occur out o the duties and responsibilities herein 6 undertaken.

7 <u>Section 5.2</u> In the event a claim is made against Milner 8 arising out of or resulting from a failure by Barnesville to 9 perform its obligations under this contract, or the negligent 10 performance thereof, Barnesville shall indemnify and hold Milner, 11 and assets of Milner, harmless from such claim, demand or suit.

12 <u>Section 5.3</u> If a claim, demand or suit is brought against 13 Barnesville arising out of or resulting from a failure by Milner to 14 perform its obligations under this contract, or the negligent 15 performance thereof, Milner agrees to indemnify and hold 16 Barnesville harmless from such claim, demand or suit.

17 Section 5.4 The provisions of this Article are intended to 18 cover administrative enforcement actions brought by Federal and 19 State regulatory agencies against either party pursuant to permits 20 held or issued thereto.

21

ARTICLE 6.

22 MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

23 <u>Section 6.1</u> Upon execution of this contract by both

parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

7 <u>Section 6.2</u> No modification or amendment of this contract 8 shall be effective unless in writing, approved by all parties, 9 executed by their duly-authorized officers, and spread upon the 10 minutes of the respective governing bodies.

11 <u>Section 6.3</u> It is the intention of the parties that this 12 writing represents the fully and complete understanding and 13 agreements of the parties to the various matters specifically 14 treated and no further negotiations, amendments or modifications 15 are contemplated at time of execution hereof.

16 <u>Section 6.4</u> Future amendment should be limited to matters 17 of material significance affecting the relationship herein 18 established, giving as broad interpretation as possible to the 19 spirit and intent of this contract when resolving any conflicts 20 that may hereafter arise.

21 <u>Section 6.5</u> For purposes of interpretation, all terms used 22 in this contract shall have their common and usual meaning or 23 significance, unless such term is a term of art within the field of

1 professional engineering, in which event it shall have such 2 technical meaning as may be assigned thereto. When statutes of 3 regulations require specific acts to be performed, or dictate the 4 manner of performance, such specifications shall be deemed the 5 minimum standard governing such performance.

6 <u>Section 6.6</u> This writing supersedes any prior negotiations 7 between the parties concerning the provisions by Barnesville to 8 Milner of sewage treatment services and, upon its formal execution, 9 shall be the sole and controlling agreement defining said 10 relationship.

Section 6.7 Notices given pursuant to this contract shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

Barnesville: Mr. Kenny Roberts, City Manager City of Barnesville
109 Forsyth Street Barnesville, GA 30204
Milner: Hon. Joseph C. Bostwick, Mayor City of Milner P.O. Box 99 Milner, GA 30257

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18 <u>Section 6.8</u> Time is of the essence of this contract.

19 <u>Section 6.9</u> The provisions of this contract are hereby
20 deemed and declared to be severable. If any provisions of this

application of any provisions to 1 any the contract, or circumstances, is held to be unconstitutional, unenforceable or 2 invalid, for any reason, the remaining terms, conditions and 3 4 obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect. 5

6 IN WITNESS WHEREOF, the parties hereto, acting through the 7 duly authorized and empowered Mayor of the respective governing 8 authority, as attested to by its respective Clerk or Secretary, 9 have executed this Contract, in duplicate originals, under their 10 respective seals, the day and year first above written.

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CITY OF BARNESVILLE By

Attest

Reviewed: Norman Smith

City Attorney

CITY OF MILNER By MAYOR Attest

Reviewed: m Newton M. Galloway City Attorney

1 2 3

SMITH, GALLOWAY, LYNDALL & FUCHS, LLP ATTORNEYS AT LAW

SUITE 400 FIRST UNION TOWER = 100 SOUTH HILL STREET = GRIFFIN, GEORGIA 30224 = (770) 233-6230 = FACSIMILE (770) 233-6231

PHILIP J. SMITH NEWTON M. GALLOWAY TERRI M. LYNDALL DEAN R. FUCHS

May 8, 2002

Ms. Veronica Wells USDA Rural Development 915 Hill Park, Suite 100 Macon, Georgia 31201

Re: <u>City of Milner/City of Barnesville</u> Intergovernmental Agreement

Dear Veronica:

Please find included herewith an originally executed Intergovernmental Agreement between the City of Barnesville and the City of Milner.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

SMITH, GALLOWAY, LYNDALL & FUCHS, LLP

Newtor M. Salloway al Newton M. Galloway

NMG/alf

cc: Mayor Joe Bostwick Ms. Dixie Jenkins Mr. Kenny Roberts







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Social Services 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.):Lamar County b.) 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.): c.) 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: d.) 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.): e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, <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.

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
Lamar 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

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/28/2018

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 XNo

If not, provide designated contact person(s) and phone number(s) below: BOB ZELLNER, LAMAR COUNTY ADMINSITRATOR, 770-358-5146







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . 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:LAMAR	Service: Solid Waste Collection	
1. Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:	
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):	
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):	
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the ional Solid Waster Authority	
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service	
Yes (if "Yes," you must attach additional docum	entation as described, below)	
⊠No		
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).	

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.

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 Barnesville/Aldora	User Fees
Lamar County Regional Solid Waste	User Fees
Lamar County/Milner	

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?

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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

If not, provide designated contact person(s) and phone number(s) below: BOB ZELLNER, LAMAR COUNTY ADMINISTRATOR, 770-358-5146







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . 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:LAMAR	Service: Solid Waste Disposal	
1. Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:	
	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Lamar County Regional	
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is nization providing the service.):	
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the	
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
2. In developing this strategy, were overlapping servic identified?	ce areas, unnecessary competition and/or duplication of this service	
Yes (if "Yes," you must attach additional docume	entation as described, below)	
⊠No		
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).	
If these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.	

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

Local Government or Authority	Funding Method
City of Barnesville/Aldora	Tipping Fees to LCRSWA
Lamar County/Milner	Tipping Fees to LCRSWA

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?

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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 XNo

If not, provide designated contact person(s) and phone number(s) below: BOB ZELLNER, LAMAR COUNTY ADMINSITRATOR, 770-358-5146







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. 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:LAMAR Service: Storm Water Management 1. Check one box that best describes the agreed upon delivery arrangement for this service: a.) 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.): b.) 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.): c.) 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: d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): City of Barnesville, City of Milner, Town of Aldora, Lamar County e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? **Yes** (if "Yes," you must attach additional documentation as described, below) No

If these conditions will continue under this strategy, <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.

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 Barnesville	General Fund
City of Milner	General Fund
Town of Aldora	General Fund
Lamar County	General Fund

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Mututal Aid & Assistance	City of Aldora and City of Barnesville	2/1/18 to 1/31/28

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?

Aldora and Barnesville have a Mutual Aid and Assistance Agreement to ensure storm water services are provided to the citizens of both municipalities. (see attached Agreement)

- 7. Person completing form: Charles Glass, Chairman Phone number: 770-358-5146 Date completed: 3/25/2019
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below: **David Rose, Barnesville City Manager, 770-358-0181**

Mutual Aid and Assistance Agreement

Between the City of Barnesville and the Town of Aldora

This Agreement is entered into by the City of Barnesville and the Town of Aldora that executes and adopts the understanding commitments and conditions contained herein:

Whereas, the City of Barnesville provides the Town of Aldora with Water and Sewer Distribution Services to all customers in the Town of Aldora.

Whereas, the City of Barnesville and the Town of Aldora wish to provide Mutual Aid and assistance to one another in the area of Street Repairs, Water and Sewer Distribution, and Storm Drain Systems.

Whereas, each party (Indemnitor) to this Agreement agrees to protect, defend, indemnify, and hold harmless the other party (as Indemnitee), and its officers, employees, and agents, free and harmless from and against any and all liabilities of every kind arising of or relating to any and all claims.

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be the Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals.

This Agreement shall take effect upon its approval by the City of Barnesville's and the Town of Aldora's Chief Administrative officers.

In Witness Whereof, each of the parties have caused this Mutual Aid and Assistance Agreement to be duly executed and approved as of the date set forth in this Agreement.

I how

City of Barnesville City Manager

tebruary 1, 2018

atthew

Town of Aldora

Mayor

February 1, 2018

Date

Date







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . 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:LAMAR	Service: Street Lighting		
1. Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:		
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):		
b.) Service will be provided only in the unincorp checked, identify the government, authority or organ	orated portion of the county by a single service provider. (If this box is nization providing the service.):		
	nly within their incorporated boundaries, and the service will not be cked, identify the government(s), authority or organization providing the of Aldora		
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the		
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):		
2. In developing this strategy, were overlapping servic identified?	ce areas, unnecessary competition and/or duplication of this service		
Yes (if "Yes," you must attach additional docume	entation as described, below)		
⊠No			
If these conditions will continue under this strategy, <u>a</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).		
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.		

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

Local Government or Authority	Funding Method		
City of Barnesville	Electrical Revenues		
City of Milner	General Fund		
Town of Aldora	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?

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 12/27/2018

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

If not, provide designated contact person(s) and phone number(s) below: DAVID ROSE, BARNESVILLE CITY MANAGER, 770-358-0181







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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:LAMAR

Service: Water Treatment/Distribution

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

a.) 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.):

b.) 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.):

c.) 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:

d.) 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.):

e.) 🖾 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.): Aldora, Barnesville, Milner

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.

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
Aldora	User Fees
Barnesville	User Fees
Mllner	User Fees

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

These arrangements have been in place since 2012. They are included here without change to help clarify the service delivery arrangements between the County and the Municipalities.

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 Purchase & Service	Barnesville and Milner	9/9/1996 to 7/1/2046	

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?

The Lamar County Board of Commissioners (LCBC) has granted and conveyed to the City of Barnesville the exclusive right to provide and maintain water service in unincorporated Lamar County with the exception of areas currently served by Milner. The Lamar County Water and Sewer Authority no longer provides water or sewer service. Milner maintains its existing right to serve within its service area as defined by the attached map with an agreement with Barnesville to provide maintenance and billing.

- 7. Person completing form: Charles Glass, Chairman Phone number: 770-358-5146 Date completed: 3/26/2019
- 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? □Yes ⊠No

If not, provide designated contact person(s) and phone number(s) below: DAVID ROSE, BARNESVILLE CITY MANAGER, 770-358-0181





This contract for the sale and purchase of water is entered into as of this the $\underline{19^{\pm}}_{\text{day}}$ of $\underline{200}_{\text{day}}$, 1996, between the City of Barnesville, 109 Forsyth Street, Barnesville, Georgia hereinafter referred to as the "Seller" and

The City of Milner, Milner, Georgia, hereinafter referred to as the "Purchaser",

Whereas, the Seller owns and operates a water distribution system, and

Whereas, the Purchaser wishes to and agrees to purchase its supply of water exclusively from the Seller for the purpose of operating the City of Milner water system, and

Whereas, by Resolution, enacted on the $\underline{9\pm}$ day of $\underline{4pTimular}$, 1996, by the Seller, the sale of water to the Purchaser was approved, and the execution of this contract carrying out the Resolution by the Mayor and Council of the City of Barnesville, and attested by the City Clerk of the City of Barnesville, was duly authorized, and

Whereas, by Resolution of the City Council of the City of Milner, and attested by the City Clerk of the City of Milner was duly authorized;

Now therefore in consideration of the foregoing and the mutual agreements hereinafter set forth,

The Seller Agrees:

1) To furnish the Purchaser at the point of delivery of the City of Milner meter located on Old Milner Road, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Georgia in such quantity as may be required by the purchaser and still within the supply, treatment, and service capacity of the City of Barnesville.

2) That water will be furnished at a reasonably constant pressure calculated at 50 PSI from an existing 8 inch main supply point located on the Old Milner Road.

3) To furnish, install, operate, and maintain at its own expense at the point of delivery, the necessary metering equipment for properly measuring the quantity of water delivered to the Purchaser and to calibrate such equipment whenever requested by the Purchaser but not more frequently than every twelve (12) months.

4) To read the meter monthly and submit an itemized statement of the amount of water furnished the Purchaser during the preceding month.

- 5) To provide the day to day operation of the City of Milner water system by providing:
 - a) repairs and maintenance
 - b) meter reading

c) customer billing

6) Excluded from this contract are other services including but not limited to extensions, renewals, replacement, and water taps. These items can be negotiated on a case by case basis.

The Purchaser Agrees:

1) To pay the Seller, not later than the 25th day of each month, for water delivered in accordance with the following schedule of rates:

- a.) \$8.00 for the first 2,000 gallons.
- b.) \$1.70 per 1,000 gallons for water in excess of 2,000 gallons.
- c.) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every one (1) year period.
- d.) The City of Milner shall not pay more for water than the residents of the City Barnesville.

It Is Further Mutually Agreed between the Seller and the Purchaser as Follows:

1) That the Constitution of Georgia in Article 9, Section III, Paragraph 1, provides that any city may contract with another for the provision of services such as the services defined herein for any period not exceeding fifty (50) years. The term of this agreement shall begin at the execution of this contract and shall end on July 1, 2046, and shall renew automatically on the analytic sary date of the contract unless either party shall provide written notice 30 days in advance of the expiration of this contract.

2) That should the City of Barnesville, upon receiving official notice and given reasonable time to remedy, not be able to provide the City of Milner an adequate supply of water, this contract would be terminated.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

Selle

Jindiny Matthews Mayor, City of Barnesville

ATTEST: Carolyn S Parker, City Clerk

ptember 9, 1996

Purchaser; nay w toe Bostwick

Mayor, City of Milner

page 3

Francis Manry, Councilmember -EII-

ou

Gary Bevil, Councilmember

George & Welde

George Weldon, Councilmember

Teresa Ross, Councilmember

!

Farron Wilson, Councilmember

ATTEST: Dixie Jenkins, City Clerk







FORM 2: Summary of Service Delivery Arrangements

Instructions:

	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:LAMAR	Service: Zoning/Code Enforcement
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
a.) Service will be provided countywide (i.e., ind (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is inization providing the service.):
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the r Organization Here
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the har County
	Ie map delineating the service area of each service provider , and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping servi identified?	ce areas, unnecessary competition and/or duplication of this service
Yes (if "Yes," you must attach additional docum	entation as described, below)
No	
	Ittach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that 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.

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 Barnesville	General Fund/Permit & Inspection Fees			
City of MIIner	Seneral Fund/Permit & Inspection Fees			
Lamar County	General Fund/Permit & Inspection Fees			

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

No Change

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: Charles Glass, Chariman Phone number: 770-358-5146 Date completed: 8/31/2018

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

If not, provide designated contact person(s) and phone number(s) below: BOB ZELLNER, LAMAR OCUNTY ADMINISTRATOR, 770-358-5146







FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the ar service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this s Community Affairs.				
COUNTY: LAMAR				
1. What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy? None	re identified in the process of			
2. Check the boxes indicating how these incompatibilities or conflicts were addressed:	NOTE:			
Amendments to existing comprehensive plans				
Adoption of a joint comprehensive plan	If the necessary plan amendments, regulations, ordinances, etc. have not yet			
Other measures (amend zoning ordinances, add environmental regulations, etc.)	been formally adopted, indicate when 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 governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The City of Barnesville has the exclusive right to provide and maintain water service in unincorporated Lamar County with the exception of areas currently served by Milner. Both entities use their comprehensive plans to guide future expansion and prioritize service. There is also a process step to ensure any development or re-zoning request is checked against the applicable land use plans to identify and address any potential conflicts.				
4. Person completing form: Charles Glass, Chairman, Lamar County				
Phone number: 770-358-5146 Date completed: 3/29/2019				
5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? □Yes ⊠No				
If not, provide designated contact person(s) and phone number(s) below:				

BOB ZELLNER, COUNTY ADMINISTRATOR, 770-358-5146







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 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 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: LAMAR

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	
ALDORA	Mayor	Jimmy Matthews 🚤	Hillallha	1-22	-14
BARNESVILLE	Mayor	Peter Banks	Sales Roacho	1/16/2	2019
LAMAR COUNTY	Chairman	Charles Glass	Charlie, Alex	1/16/2	019
MILNER	Mayor	Joe Bostwick	freehter	11161	Ģ
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