

GEORGIA, LOWNDES COUNTY

**SERVICE DELIVERY STRATEGY AGREEMENT**

This Agreement, made and entered into by and between the City of Dasher, Georgia (“Dasher”), the City of Hahira, Georgia (“Hahira”), the City of Lake Park, Georgia (“Lake Park”), the City of Remerton, Georgia (“Remerton”), the City of Valdosta, Georgia (“Valdosta”), and Lowndes County, Georgia (“the County”) (collectively “the parties”);

WITNESSETH:

WHEREAS, Article 2 of Chapter 70 of Title 36 of the Official Code of Georgia (the “Act”) requires local governments to develop a service delivery strategy; and

WHEREAS, the Act provides that local governments may review and revise their service delivery strategy; and

WHEREAS, the Act provides the parties shall review, and revise if necessary, their service delivery strategy whenever necessary due to changes in revenue distribution arrangements, and

WHEREAS, the Act provides a service delivery strategy shall include an indication of all local government services presently provided or primarily funded by each general purpose local government and each authority within the county, an assignment of which local government or authority will provide each service, a description of the source of the funding of each service, and an identification of mechanisms utilized to facilitate the implementation of the services and funding responsibilities; and

WHEREAS, the Act includes certain criteria for a service delivery strategy; and

WHEREAS, the Act provides a service delivery strategy shall promote the delivery of local government services in most efficient, effective, and responsive manner and shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery; and

WHEREAS, the Act provides that the strategy shall provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider shall not be arbitrarily higher than the fees charged to customers receiving such services which are located within the geographic boundary of the service provider; and

WHEREAS, the Act provides the strategy shall ensure that the cost of any service which a county provides primarily for the benefit of the unincorporated area of the county shall be borne by the unincorporated area residents, individuals, and property owners who receive the service; and

WHEREAS, the Act provides the strategy shall provide that where the county and one or more municipalities jointly fund a county-wide service, the county share of such funding shall be borne by the unincorporated residents, individuals, and property owners that receive the service; and

WHEREAS, the parties have determined to review and revise their service delivery strategy; and

WHEREAS, the parties have reached agreement on the provision of government services of the parties through and including June 30, 2008;

NOW THEREFORE, the parties do hereby agree to the following:

## SERVICE DELIVERY STRATEGY PROVISIONS

1. For and during the term of this Agreement, local government services of the parties shall be provided and funded as set forth on the form required by DCA executed concurrently herewith, which form is made a part of this Agreement.
2. This service delivery strategy promotes the delivery of local government services in an efficient, effective and responsive manner for all residents, individuals and property owners throughout the County and remediates or avoids overlapping and unnecessary competition and duplication of service delivery.
3. Water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than fees charged to customers receiving such service located within the geographic boundaries of the service provider.
4. This service delivery strategy ensures that the cost of any services the County 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.
5. The land use plans of the parties are compatible and non-conflicting.
6. The provision of extraterritorial water and sewer services by the parties shall be consistent with all applicable land use plans and ordinances.
7. Land use classification disputes that arise when the County objects to the proposed land use of an area to be annexed into a city shall be resolved by the process set forth in O.C.G.A. § 36-36-110 et seq.

## GENERAL PROVISIONS

1. This Agreement shall be valid and become effective immediately upon execution by the County, Valdosta, and two of Dasher, Hahira, Lake Park and Remerton and shall remain in force and effect until June 30, 2008, after which date this Agreement shall be of no continuing force and effect.
2. If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid, then such provision shall be modified if possible to fulfill the intent of the parties as reflected herein. The remainder of this Agreement, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
3. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
4. This Agreement constitutes the entire agreement and understanding of the parties and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement, provided, however, those agreements of the parties identified in the form required by DCA executed concurrently herewith and made a part of this Agreement are not superseded or revoked by this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless reduced to writing and signed by all parties hereto.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties hereto.

6. Any notice or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Dasher

Mayor  
City of Dasher  
3686 Highway 41 South  
Dasher, GA 31601

As to Hahira:

City Manager  
City of Hahira  
102 S. Church Street  
Hahira, GA 31632

As to Lake Park

Mayor  
City of Lake Park  
120 Essa Street  
Lake Park, GA 31636

As to Remerton

City Manager  
City of Remerton  
1757 Poplar Street  
Remerton, GA 31601

As to Valdosta:

City Manager  
City of Valdosta  
P.O. Box 1125  
Valdosta, GA 31603-1125

As to the County:

County Manager  
Lowndes County, Georgia  
P.O. Box 1349  
Valdosta, GA 31603-1349

or such address as shall be furnished by such notice to the other parties.

7. No waiver by a party of any default by another party in the performance of any provision of this Agreement shall operate as or to be construed as a waiver of any future default, whether like or different in character.
8. Nothing in this Agreement shall waive any immunity benefiting the parties which may now or hereinafter exist.

IN WITNESS WHEREOF, we have affixed our hands and seals in our official capacity and as duly authorized officers who are authorized to execute this Agreement.

[Seal]

**CITY OF DASHER**

By: \_\_\_\_\_  
Mayor

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

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

[Seal]

**CITY OF HAHIRA**

By: \_\_\_\_\_  
Mayor

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

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

[Seal]

**CITY OF LAKE PARK**

By: [Signature]  
Mayor

Attest: Ann Peterson  
Clerk

Date: 3-31-08

[Seal]

**CITY OF REMERTON**

By: [Signature]  
Mayor

Attest: [Signature]  
Clerk

Date: 4-4-08

[Seal]

**CITY OF VALDOSTA**

By: [Signature]  
Mayor

Attest: Jessica S. Bolden  
Clerk

Date: 3/25/08

[Seal]

**LOWNDES COUNTY**

By: [Signature]  
Vice-Chairman

Attest: [Signature]  
Clerk

Date: March 11, 2008



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

---

**Instructions:**

**Make copies of this form and complete one for each service listed on page 1, Section III.** Use exactly the same service names listed on page 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:** Lowndes

**Service:** geographic information system

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

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

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

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

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

Other (If this box is checked, **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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes  No

If these conditions will continue under the 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:**

Dasher  
Hahira  
Lake Park  
Remerton  
Valdosta  
Lowndes County

**Funding Method:**

general funds  
general funds  
general funds  
general funds  
general funds  
unincorporated area revenues

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

No change: Valdosta and Lowndes County will each pay one-half of the cost of the service for Valdosta and Lowndes County as budgeted by the South Georgia Regional Development Center. Dasher, Hahira, Lake Park and Remerton will pay for this service on a fee for use basis.

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: Joe Pritchard

Phone number: (229) 671-2400

Date completed: March 11, 2008

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 numbers(s) below:



**SERVICE DELIVERY STRATEGY  
SUMMARY OF LAND USE AGREEMENTS**

**PAGE 3**

**Instructions:** Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

**County:** Lowndes

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

None

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

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan
- other measures (amend zoning ordinances, add environmental regulations, etc.)

*Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.*

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

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

The parties will follow the procedure in O.C.G.A. § 36-36-110, et seq.

4. 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 parties have entered into an agreement regarding the process for the provision of extraterritorial water and sewer services.

5. Person completing form: Joe Pritchard

Phone number: 229-671-2400

Date completed: March 11, 2008

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? X Yes  No

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

**SERVICE DELIVERY STRATEGY  
CERTIFICATIONS**



**Instructions:**

This page 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 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

**SERVICE DELIVERY STRATEGY FOR Lowndes COUNTY**

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

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

| SIGNATURE: | NAME:<br>(Please print or type)              | TITLE:        | JURISDICTION:     | DATE:   |
|------------|--|---------------|-------------------|---------|
|            | Kenneth E. Allen                             | Mayor         | City of Dasher    |         |
|            | Wayne Bullard                                | Mayor         | City of Hahira    |         |
|            | Keith Sandlin                                | Mayor         | City of Lake Park | 3/29/08 |
|            | Cornelius Holsendolph                        | Mayor         | City of Remerton  | 4/4/08  |
|            | John Fretti                                  | Mayor         | City of Valdosta  | 3/25/08 |
|            | Richard C. Lee<br><del>Redney N. Casey</del> | Vice-Chairman | Lowndes County    | 3/11/08 |



**SERVICE DELIVERY STRATEGY UPDATE  
CERTIFICATIONS**

**Instructions:**

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**UPDATED SERVICE DELIVERY STRATEGY FOR Lowndes COUNTY**

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

1. We have reviewed our existing Service Delivery Strategy and have determined that:  
(Check only one box for question #1)
- A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.





If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
  - any supporting local agreements pertaining to each of these services that has been revised/updated; and
  - an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))' and;
9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

*'If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:*

| SIGNATURE:  | NAME:<br>(Please print or type)              | TITLE:            | JURISDICTION:     | DATE:   |
|---|--|-------------------|-------------------|---------|
|   | Kenneth E. Allen                             | Mayor             | City of Dasher    |         |
|   | Wayne Bullard                                | Mayor             | City of Hahira    |         |
|  | Keith Sandlin                                | Mayor             | City of Lake Park | 3/31/08 |
|  | Cornelius Holsendolph                        | Mayor             | City of Remerton  | 4-4-08  |
|  | John Fretti                                  | Mayor             | City of Valdosta  | 3/25/08 |
|  | Richard C. Lee<br><del>Rodney N. Casey</del> | Vice-<br>Chairman | Lowndes County    | 3/11/08 |