

**RESOLUTION FOR RE-ADOPTION OF THE  
COMPREHENSIVE SERVICE DELIVERY STRATEGY  
FOR THE CITY OF CONYERS AND ROCKDALE COUNTY**

**WHEREAS**, the City of Conyers and Rockdale County have previously developed and executed agreements for implementation of our service delivery strategy in compliance with the provisions of O.C.G.A. § 36-70-20 et seq.; and

**WHEREAS**, our service delivery strategies promote the delivery of local government services in the most efficient, effective and responsive manner; and

**WHEREAS**, the City of Conyers and Rockdale County agree to continue all of the provisions of the existing strategy; and

**WHEREAS**, Rockdale County must submit the necessary paperwork to the Department of Community Affairs to indicate that there are no proposed changes in the existing strategy.

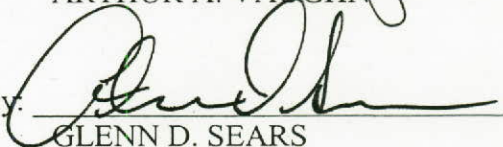
**NOW, THEREFORE BE IT RESOLVED**, that the Rockdale County Board of Commissioners hereby re-adopts the *Comprehensive Service Delivery Strategy for the City of Conyers and Rockdale County*, and authorizes the Chairman of the Rockdale County Board of Commissioners to sign the necessary paperwork to indicate that there are no proposed changes in the existing strategy.

This 28th day of October, 2003.

**ROCKDALE COUNTY, GEORGIA  
BOARD OF COMMISSIONERS**

By:   
NORMAN WHEELER, Chairman

By:   
ARTHUR A. VAUGHN

By:   
GLENN D. SEARS

Attest:

By:   
Jennifer Rutledge, County Clerk

Ordinance \_\_\_\_\_

IT IS HEREBY ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 1998

\_\_\_\_\_  
Council Member

*Linn Coakley*  
\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

*Tony E. Stang*  
\_\_\_\_\_  
Council Member

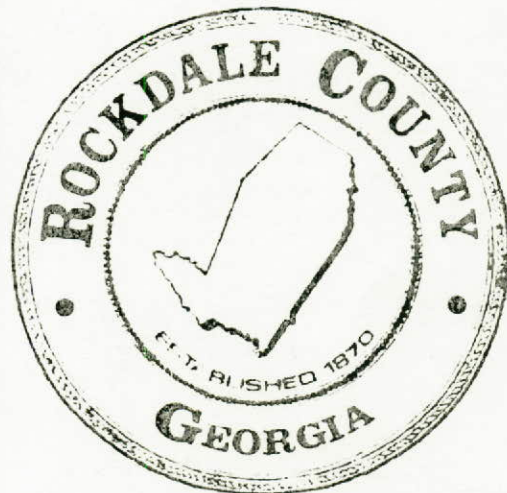
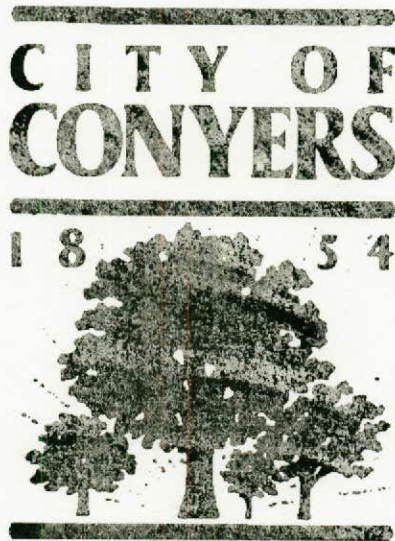
ATTEST:

*Fred Johnston*  
\_\_\_\_\_  
City Clerk

*Don Cooper*  
\_\_\_\_\_  
Mayor



COMPREHENSIVE SERVICE  
DELIVERY STRATEGY  
FOR  
THE CITY OF CONYERS  
AND  
ROCKDALE COUNTY



**CITY OF  
CONYERS**

1 8 5 4



August 20, 1999

**Mayor**

Randal S. Mills

**City Council**

Chris Bowen

Martin Jones

Maggie Nelson

Bill Rogers

Cleveland Stroud

Mr. William E. Sands  
Executive Assistant  
Rockdale County Board of Commissioners  
922 Court Street  
P.O. Box 289  
Conyers, GA 30012

Dear Bill:

**City Manager**

Rebecca C. Woolcot

Enclosed, please find a draft of the Comprehensive Service Delivery Strategy for the City of Conyers and Rockdale County as required by "House Bill 489". I have also included copies for Chairman Wheeler and the County Attorney.

1184 Scott Street, SE

P.O. Drawer 1259

Conyers, Georgia 30012

(770) 929-4226

FAX (770) 929-4244

The introduction contains the background information relative to House Bill 489 as published by the Georgia Municipal Association and the Association of County Commissioners. This section is intended to provide a historical record as well as public information.

Exhibit A contains a copy of House Bill 489 as well as amendments made to the Bill during the 1999 legislative session.

Exhibit B documents Rockdale County's initiation of the negotiation process in conformity with Georgia law.

Exhibit C outlines the services identified to be included in the Service Delivery Strategy for Conyers and Rockdale County.

Exhibit D contains the proposed individual service delivery strategies and is sub-divided in numerical order and cross-referenced to the outline contained in Exhibit C. All associated contracts are also included with each service delivery strategy as appropriate and as required by the Department of Community Affairs. The service delivery strategy for the Conyers Housing Authority remains to be completed and two contracts remain to be revised and incorporated into the document: the library contract and the jail contract.

Exhibit E contains the comprehensive land use plan as required by the Department of Community Affairs.

Exhibit F contains a copy of the resolution outlining the dispute resolution process relative to annexations agreed upon by the City and County last year in conformity with Georgia law.

Exhibit G is reserved for the resolution adopting the strategy.

Exhibit H contains a copy of the deadline extension approved by the City and County in June of this year.

Mr. William E. Sands  
August 20, 1999  
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I would ask that you review the enclosed document and contact me at your earliest convenience in order to meet and discuss comments and revisions to the document. I am confident the attorneys will have several revisions; however, I would recommend that we try to keep the individual service delivery agreements as simple as possible and include in the resolution adopting the strategy any blanket statements and legal protections that may be necessary.

At such time as you and I have reached agreement that the document reflects our understanding of the wishes of the City Council and the Board of Commissioners, I would recommend that we meet with the council committee responsible for this project as well as Chairman Wheeler in order to answer any questions they may have and make additional revisions to the document. We can then schedule a joint meeting of both governmental entities in order to review and finalize the strategy.

I look forward to hearing from you.

Sincerely,



Rebecca C. Woolcot  
City Manager

CC: Conyers City Council  
Rockdale County Board of Commissioners  
City Attorney Janice Sharp



## BACKGROUND

In 1995, the Georgia General Assembly created the Georgia Future Communities Commission to examine the issues confronting local governments, to determine what changes are needed to improve their structure and operation and to develop specific proposals to achieve those changes.

By the summer of 1996, the 30-member Commission of city and county officials, business leaders and state legislators concluded that while Georgia's system of local government has served our State well for many years, the lack of a clear legal distinction between cities and counties since 1972 has fostered inefficient service delivery systems and unhealthy conflict in too many of our communities.

In late January 1997, a proposal was introduced as House Bill 489 by Rep. Richard Royal, Chairman of the House State Planning and Community Affairs Committee, and along with three companion bills, was enacted by the General Assembly and signed into law by the Governor. **A copy of House Bill 489 is attached hereto and incorporated herein as Exhibit A.**

## INTRODUCTION

During the 1997 legislative session, House Bill 489 (The Service Delivery Strategy Law) was passed by the Georgia General Assembly to require each county and the cities within the county to adopt a Service Delivery Strategy by July 1, 1999.

The intent of the legislation is that local governments take a careful look at the services they provide in order to identify overlap or gaps in service provision and develop a more rational approach to allocating delivery and funding of these services among the various local governments and authorities in each county. The legislation also asks local governments to look at their land use plans in order to minimize conflicts between the city and county plans.

The legislation calls for the development of 159 Service Delivery Strategies, one for each county area. Counties were responsible for initiating the process between July 1, 1997 and January 1, 1998. Rockdale County initiated the process on December 8, 1997 by sending a letter to then Mayor Charles Walker. The letter notified the City of a meeting to be held on December 18, 1997 for the purpose of structuring the negotiations between the City of Conyers and Rockdale County with regard to House Bill 489. **A copy of this letter is attached hereto and incorporated herein as Exhibit B.**

## THE SERVICE DELIVERY STRATEGY

A Service Delivery Strategy is intended to be a concise action plan, backed up by the appropriate ordinances and intergovernmental agreements, for providing local government services and resolving land use conflicts within an entire county area. While the law does not dictate specific service delivery and land use planning arrangements within any given county, it does require every Strategy to include four basic components and to meet six criteria.

### Components of the Service Delivery Strategy

#### 1. Current Service Delivery Arrangements

The Strategy must identify all local government services presently provided or primarily funded by each general purpose local government and each authority within the county and describe the geographic area in which the identified services are provided by each jurisdiction. This component of the Strategy should identify which local governments and authorities are presently providing which services in which area of the county at the time the process of developing the Strategy is initiated. The law does not define what is meant by "local government services" and each local government was encouraged to review its comprehensive plan, most recent annual budget and its charter to identify services it provides that should be included in the Service



Delivery Strategy. **A chart identifying current service delivery arrangements is attached hereto and incorporated herein as Exhibit C.**

2. Future Service Delivery Arrangements

The Strategy must indicate which local government or authority will provide each service, the geographic areas of the county in which each service will be provided and a description of any services to be provided by any local government to any area outside of its geographical boundaries. If two or more local governments within the same county are assigned responsibility for providing identical services within the same geographic area, the Strategy must include an explanation of this arrangement. This component of the Strategy should identify which local governments and authorities will provide which services in which areas of the county after the Strategy is adopted and implemented. **A summary of service delivery arrangements segregated by service category is attached hereto and incorporated herein as Exhibit D.**

3. Funding Sources

The Strategy must describe the funding source for each service to be provided. This component of the Strategy must indicate the source of revenue each local government will use to fund each service it will provide within the county (e.g. countywide revenues, unincorporated area revenues, municipal revenues, enterprise funds or some combination). **The funding source for each service is identified on the summary of service delivery arrangements segregated by service category attached hereto and incorporated herein as Exhibit D.**

4. Legal Mechanisms to Implement the Strategy

The Strategy must identify the mechanisms, if any, to be used to implement the Service Delivery Strategy. The term mechanisms, as defined in O.C.G.A. 36-70-2, paragraph 5.3, includes, but is not limited to, intergovernmental agreements, ordinances, resolutions and local Acts of the General Assembly in effect on July 1, 1997 or executed thereafter. **The legal mechanisms necessary to implement the Strategy are identified on the summary of service delivery arrangements segregated by service category attached hereto and incorporated herein as Exhibit D.**

**Required Criteria of the Service Delivery Strategy**

1. Elimination of Unnecessary Duplication

The Strategy must promote the delivery of government services in the most efficient, effective and responsive manner. The Strategy must also identify steps which will be taken to eliminate or avoid overlapping and unnecessary competition and duplication of services and identify the time frame in which such steps will be taken.

When two local governments or authorities provide or offer the same service in overlapping areas, the Service Delivery Strategy must provide for elimination of this duplication of services.

Examples of such duplication include:

- a. A city water department and a county water authority both have excess water capacity and have extended water lines to serve the same area of the county immediately adjacent to the city's jurisdictional boundaries.
- b. A city contracts for ambulance service with a provider that routinely responds to calls outside the city's boundaries where the county EMS also provides ambulance service.

When a city provides a service at a higher level than the same service provided throughout the geographic area of the county by the county, the law states that such service shall not be considered a duplication of the county service.

Cities by their very nature exist to meet the greater service demands of the residents and businesses within their communities. For example, a sheriff may patrol the entire county while the city maintains its own police department and patrols more frequently within the city. In this instance, such a service would not be viewed as a duplication.

2. Elimination of Arbitrary Water and Sewer Rate Differentials

The Strategy must ensure that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are not arbitrarily higher than those fees charged to customers inside the boundaries of the service provider.

If a local government believes a rate differential is arbitrary and disputes the reasonableness of such water and sewer rate differentials, the law provides that local government with the following recourse:

- a. The disputing local government may hold a public hearing for the purpose of reviewing the rate differential.
- b. If the public hearing does not lead to a resolution of the dispute, a qualified engineer may be hired to prepare a study of the water and sewer rates.
- c. If the rate study concludes that the rate differential is arbitrary (i.e. not reasonably based on the cost to provide the service), the dispute must be submitted to some form of alternative dispute resolution, such as mediation.
- d. If alternative dispute resolution is unsuccessful, the disputing local government may challenge the arbitrary rate differentials in a court of competent jurisdiction.

3. Elimination of Double Taxation

The Strategy must 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. In addition, the Strategy must ensure that when the county and one or more cities jointly fund a countywide service, the county share of such funding shall be borne by the unincorporated residents, individuals, and property owners who receive the service.

The intent of this provision is to eliminate double taxation of municipal property owners. When a county provides a service primarily for the benefit of the unincorporated area, the law provides that funding for such service must come from:

- a. Special service districts created by the county in which property taxes, insurance premiums taxes, assessments or user fees are levied or imposed; or
- b. Any other mechanism agreed upon by the affected parties which eliminates double taxation.



4. Compatible Land Use Plans

Local governments within the same county must, if necessary, either amend their land use plans so that the plans are compatible and non-conflicting or adopt a single land use plan for the entire county. **The City of Convers and Rockdale County adopted a comprehensive land use plan on July 15, 1991 attached hereto and incorporated herein as Exhibit E.**

5. Water and Sewer Extension: Consistency with Land Use Plans

The provision of extraterritorial water and sewer services by any jurisdiction must be consistent with all applicable land use plans and ordinances.

6. Resolution of Annexation Disputes over Land Use

A process must be established by July 1, 1998 to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county. **The City of Convers and Rockdale County jointly adopted a dispute resolution process with regard to land use on June 26, 1998 attached hereto and incorporated herein as Exhibit F.**

### **DISPUTE RESOLUTION**

If a county and its cities cannot reach agreement on the Strategy, the law requires that they attempt to resolve their differences through some method of alternative dispute resolution. Alternative dispute resolution generally refers to either mediation, whereby a neutral third party is hired to help find a solution to a disagreement, or to arbitration, whereby a neutral third party is authorized to evaluate a situation and pick one side's proposal over another's. While the term alternative dispute resolution generally includes both mediation and arbitration, most local government attorneys agree that cities and counties are prohibited by the State Constitution from settling disputes through arbitration.

If alternative dispute resolution is unsuccessful, the neutral party is required to prepare a report and provide it to each local government within the county. The report will be considered a public record.

The cost of alternative dispute resolution will be shared by the disputing parties on a pro-rata basis according to population. The county's share will be based upon the unincorporated population of the county.

### **ADOPTION OF THE STRATEGY**

Local governments within each county must execute an agreement for the implementation of a Service Delivery Strategy by July 1, 1999. Adoption of the Strategy must be accomplished by adoption of a resolution by:

- a. The county governing authority;
- b. The governing authority of each city located within the county which has a population of 9,000 or greater within the county;
- c. The city which serves as the county seat; and
- d. No less than half of the remaining cities which have a population of at least 500 persons within the county

**The joint resolution duly authorized and passed by the City of Conyers and Rockdale County adopting the Service Delivery Strategy for the two governments in attached hereto and incorporated herein as Exhibit G.**

#### **DEADLINE EXTENSION**

If local governments need additional time to reach agreement on a Strategy, the July 1, 1999 deadline may be extended for up to 120 days if the county and the same cities required to adopt the Strategy agree in writing to do so. DCA should be notified of the deadline extension to ensure that the penalties for noncompliance are not imposed. The City of Conyers and Rockdale County have agreed to extend the deadline by 120 days. The intent of this agreement is to provide the City and County with sufficient time to make any changes to the Strategy as may be requested by the Department of Community Affairs without incurring penalties for noncompliance. **The agreement to extend the deadline is attached hereto and incorporated herein as Exhibit H.**

#### **DCA VERIFICATION**

Once a Strategy has been agreed to and adopted by the county and the necessary number of cities, the county is required to submit the Strategy to the Department of Community Affairs. DCA will have up to 30 days to review the Strategy to verify that it includes the necessary components and addresses the mandatory criteria. The law specifically states that DCA shall neither approve or disapprove the specific elements or outcomes of the Strategy.

#### **SANCTIONS FOR NONCOMPLIANCE**

Effective July 1, 1999, state-administered financial assistance, grants, loans or permits will not be issued to any local government or authority which is not included in a DCA-verified strategy. In addition, projects which are inconsistent with a Strategy will be ineligible for state funding and permits. Local governments which have filed for an extension will not be subject to these sanctions until the extension period has elapsed.

#### **STRATEGY UPDATES**

Local governments must review and revise, if necessary, their approved Strategy under the following three conditions:

- a) In conjunction with the updates of the comprehensive plan required by the Georgia Planning Act of 1989 (Growth Strategies law). These updates must be done at least every ten years on a schedule established by the Department of Community Affairs.
- b) Whenever service delivery or revenue distribution arrangements are changed. This provision simply means that whenever the local governments within the county decide to change how a service is provided or funded, the Strategy must be updated to reflect that change. For example, if a city contracts with the county for animal control services after the Strategy is initially adopted, the Strategy will need to be updated to indicate this new service delivery arrangement. Likewise, if a local government decides to modify how a service is funded (e.g., paying for a service from user fees rather than the general fund), the Strategy will have to be revised.
- c) In the event of the creation, abolition or consolidation of local governments.



EXHIBIT A

(HOUSE BILL 489)

A rectangular button with the word "home" in a bold, sans-serif font. The right side of the button features a dark, semi-circular graphic element.

## service delivery act

- [Guide Book-Charting a Course](#)
- [Frequently Asked Questions](#)
- [Service Delivery Forms](#)
- [Service Delivery Act](#)
- [Bulletins](#)
- [Status of Service Delivery Strategy](#)

Service Delivery portion of legislation below: Article 2

H. B. No. 489 (AS PASSED HOUSE AND SENATE) By:  
Representatives Royal of the 164th, Walker of the 141st, Reichert of the  
126th and Felton of the 43rd.

### **A BILL TO BE ENTITLED AN ACT**

To amend Title 36 of the Official Code of Georgia Annotated, relating to local government, so as to provide for the adoption of a local government service delivery strategy agreement by municipalities and counties; to change certain definitions; to provide legislative intent; to provide procedures for adopting the strategy; to provide for the elements to be included within the strategy; to provide for criteria to be met by the strategy; to provide for verification by the Department of Community Affairs; to provide for prohibitions related to state administered grants to municipalities and counties; to change a certain cross-reference; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

### **BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

#### **SECTION 1.**

Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended by striking Chapter 70, relating to coordinated and comprehensive planning by counties and municipalities, and inserting in its place a new Chapter 70 to read as follows:

#### **ARTICLE 1**

**36-70-1.**

The local governments of the State of Georgia are of vital importance to the state and its citizens. The state has an essential public interest in promoting, developing, sustaining, and assisting local governments. In addition, the natural resources, environment, and vital areas of the state are of vital importance to the state and its citizens. The state has an essential public interest in protecting and preserving the natural resources, the environment, and the vital areas of the state. The purpose of this article is to provide for local governance to serve these essential public interests of the state by authorizing and promoting the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments, and this article shall be construed liberally to achieve that end. This article is enacted pursuant to the authority granted the General Assembly in the Constitution of the State of Georgia, including, but not limited to, the authority provided in Article III, Section VI, Paragraphs I and II(a)(1) and Article IX, Section II, Paragraphs III and IV.

**36-70-2.**

As used in this chapter, the term:

- (1) 'Comprehensive plan' means any plan by a county or municipality covering such county or municipality proposed or prepared pursuant to the minimum standards and procedures for preparation of comprehensive plans and for implementation of comprehensive plans established by the department.
- (2) 'Coordinated and comprehensive planning' means planning by counties and municipalities undertaken in accordance with the minimum standards and procedures for preparation of plans, for implementation of plans, and for participation in the coordinated and comprehensive planning process, as established by the Department.
- (3) 'County' means any county of this state.
- (4) 'Department of Community Affairs' means the Department of Community Affairs of the State of Georgia created pursuant to Article I of Chapter 8 of Title 50.
- (5) 'Governing authority' or 'governing body' means the board of commissioners of a county, sole commissioner of a county, council, commissioners, or other governing authority for a county or municipality.
  - (5.1) 'Inactive municipality' means any municipality which has not for a period of three consecutive calendar years carried out any of the following activities:



(A) The levying or collecting of any taxes or fees;

(B) The provision of any of the following governmental services: water; sewage; garbage collection; police protection; fire protection; or library; or

(C) The holding of a municipal election.

(5.2) 'Local government' means any county as defined in paragraph (3) of this Code section or any municipality as defined in paragraph (7) of this Code section. The term does not include any school district of this state.

(5.3) 'Mechanisms' includes, but is not limited to, intergovernmental agreements, ordinances, resolutions, and local Acts of the General Assembly in effect on July 1, 1997, or executed thereafter.

(6) 'Minimum standards and procedures' means the minimum standards and procedures for preparation of comprehensive plans, for implementation of comprehensive plans, and for participation in the coordinated and comprehensive planning process, as established by the Department, in accordance with Article I of Chapter 8 of Title 50. Minimum standards and procedures shall include any standards and procedures for such purposes prescribed by a regional development center for counties and municipalities within its region and approved in advance by the Department.

(7) 'Municipality' means any municipal corporation of the state and any consolidated city-county government of the state.

(8) 'Region' means the territorial area within the boundaries of operation for any regional development center, as such boundaries shall be established from time to time by the board of the Department.

(9) 'Regional development center' means a regional development center established under Article 2 of Chapter 8 of Title 50.

**36-70-3.**

The governing bodies of municipalities and counties are authorized:

(1) To develop, or to cause to be developed pursuant to a contract or other arrangement approved by the governing body, a comprehensive plan;

(2) To develop, establish, and implement land use regulations which are consistent with the comprehensive plan of the municipality or county, as



the case may be;

(3) To develop, establish, and implement a plan for capital improvements which conforms to minimum standards and procedures and to make any capital improvements plan a part of the comprehensive plan of the municipality or county, as the case may be;

(4) To employ personnel, or to enter into contracts with a regional development center or other public or private entity, to assist the municipality or county in developing, establishing, and implementing its comprehensive plan;

(5) To contract with one or more counties or municipalities, or both, for assistance in developing, establishing, and implementing a comprehensive plan, regardless of whether the contract is to obtain such assistance or to provide such assistance; and

(6) To take all action necessary or desirable to further the policy of the state for coordinated and comprehensive planning, without regard for whether any such action is specifically mentioned in this article or is otherwise specifically granted by law.

**36-70-4.**

(a) Each municipality and county shall automatically be a member of the regional development center for the region which includes such municipality or county, as the case may be.

(b) Each municipality and county shall pay, when and as they become due, the annual dues required for membership in its regional development center.

(c) Each municipality and county shall participate in compiling a Georgia data base and network, coordinated by the department, to serve as a comprehensive source of information available, in an accessible form, to local governments and state agencies.

**36-70-5.**

(a) Except as provided in subsection (b) of this Code section, nothing in this article shall limit or compromise the right of the governing body of any county or municipality to exercise the power of zoning.

(b) Any municipality which is as of April 17, 1992, an inactive municipality shall not on or after April 17, 1992, exercise any powers under this article or exercise any zoning powers, until and unless the municipality is restored to active status by the enactment of an appropriate new or amended charter by local Act of the General Assembly. Any municipality which becomes an inactive municipality after

April 17, 1992, shall not after becoming inactive exercise powers under this article or exercise any zoning powers, until and unless the municipality is restored to active status by the enactment of an appropriate new or amended charter by local Act of the General Assembly.

(c) Any county which has located within its boundaries all or any part of any inactive municipality shall have full authority to exercise through its governing body all planning and zoning powers within the area of such inactive municipality within the county, in the same manner as if such area were an unincorporated area.

## **ARTICLE 2**

### **36-70-20.**

The intent of this article is to provide a flexible framework within which local governments in each county can develop a service delivery system that is both efficient and responsive to citizens in their county. The General Assembly recognizes that the unique characteristics of each county throughout the state preclude a mandated legislative outcome for the delivery of services in every county. The process provided by this article is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded.

### **36-70-21.**

Each county and municipality shall execute an agreement for the implementation of a local government service delivery strategy as set forth in this article by July 1, 1999.

### **36-70-22.**

Each county shall initiate the process for developing a local government service delivery strategy after July 1, 1997, but no later than January 1, 1998. Initiation of the strategy shall be accomplished by the provision of a written notice from the county to the governing bodies of all municipalities located wholly or partially within the county or providing services within the county and to other counties providing services within the county.

Such notice shall state the date, time, and place for a joint meeting at which designated representatives of all local governing bodies shall



assemble for the purpose of commencing deliberations on the service delivery strategy. The notice shall be sent not more than 45 and not less than 15 days prior to the meeting date. In the event the county governing authority fails to initiate the process by January 1, 1998, any municipality within the county may do so by sending a written notice, containing the required information, to the county and all other municipalities.

**36-70-23.**

Each local government service delivery strategy shall include the following components:

- (1) An identification of all local government services presently provided or primarily funded by each general purpose local government and each authority within the county, or providing services within the county, and a description of the geographic area in which the identified services are provided by each jurisdiction;
- (2) An assignment of which local government or authority, pursuant to the requirements of this article, will provide each service, the geographic areas of the county in which such services are to be provided, and a description of any services to be provided by any local government to any geographic area outside its geographical boundaries. In the event two or more local governments within the county are assigned responsibility for providing identical services within the same geographic area, the strategy shall include an explanation of such arrangement;
- (3) A description of the source of the funding for each service identified pursuant to paragraph (2) of this Code section; and
- (4) An identification of the mechanisms to be utilized to facilitate the implementation of the services and funding responsibilities identified pursuant to paragraphs (2) and (3) of this Code section.

**36-70-24.**

In the development of a service delivery strategy, the following criteria shall be met:

- (1) The strategy shall promote the delivery of local government services in the most efficient, effective, and responsive manner. The strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and shall identify the time frame in which such steps shall be taken. When a municipality provides a service at a higher level than the base level of service provided throughout the geographic area of the county by the county, such service shall not be considered a duplication of the county service;

(2) (A) 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 service which are located within the geographic boundaries of the service provider.

(B) If a governing authority disputes the reasonableness of water and sewer rate differentials imposed within its jurisdiction by another governing authority, that disputing governing authority may hold a public hearing for the purpose of reviewing the rate differential. Following the preparation of a rate study by a qualified engineer, the governing authority may challenge the arbitrary rate differentials on behalf of its residents in a court of competent jurisdiction. Prior to such challenge, the dispute shall be submitted to some form of alternative dispute resolution;

(3) (A) 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. Further, when 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.

(B) Such funding shall be derived from special service districts created by the county in which property taxes, insurance premium taxes, assessments, or user fees are levied or imposed or through such other mechanism agreed upon by the affected parties which complies with the intent of subparagraph (A) of this paragraph; and

(4) (A) Local governments within the same county shall, if necessary, amend their land use plans so that such plans are compatible and nonconflicting, or, as an alternative, they shall adopt a single land use plan for the unincorporated and incorporated areas of the county.

(B) The provision of extraterritorial water and sewer services by any jurisdiction shall be consistent with all applicable land use plans and ordinances.

(C) A process shall be established by July 1, 1998, by each county and every municipality located within each county, regardless of population, to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county.

**36-70-25.**

(a) Approval of the local government service delivery strategy shall be



accomplished as provided for in this Code section.

(b) The county and each municipality within the county shall participate in the development of the strategy. Approval of the strategy shall be accomplished by adoption of a resolution:

(1) By the county governing authority;

(2) By the governing authority of municipalities located within the county which have a population of 9,000 or greater within the county;

(3) By the municipality which serves as the county site if not included in paragraph (2) of this subsection; and

(4) By no less than 50 percent of the remaining municipalities within the county which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection.

(c) For the purpose of determining population, the population in the most recent United States decennial census shall be utilized.

(d) If a county and the necessary number of cities in the county cannot reach an agreement on the strategy, a means for facilitating an agreement through some form of alternative dispute resolution shall be employed. Where the alternative dispute resolution action is unsuccessful, the neutral party or parties shall prepare a report which shall be provided to each governing authority and made a public record. The cost of alternative dispute resolution authorized by this subsection shall be shared by the parties to the dispute pro rata based on each party's population according to the most recent United States decennial census. The county's share shall be based upon the unincorporated population of the county.

(e) The adoption of a service delivery strategy specified in Code Section

36-70-21 may be extended to a date certain no later than 120 days following the date otherwise specified in Code Section 36-70-21 upon written agreement of the local governments enumerated in subsection (b) of this Code section. In the event such an agreement is executed, the sanctions specified in Code Section 36-70-27 shall not apply until on and after such extended date.

### **36-70-26.**

Each county shall file the agreement for the implementation of strategy required by Code Section 36-70-21 with the department. The department shall, within 30 days of receipt, verify that the strategy includes the components enumerated in Code Section 36-70-23 and the minimum criteria enumerated in Code Section 36-70-24. The department, however,

shall neither approve nor disapprove the specific elements or outcomes of the strategy.

**36-70-27.**

(a) On and after July 1, 1999, no state administered financial assistance or grant, loan, or permit shall be issued to any local government or authority which is not included in a department verified strategy or for any project which is inconsistent with such strategy.

(b) (1) If a municipality containing fewer than 500 persons within the county fails to establish a process to resolve disputes as required by subparagraph (C) of paragraph (4) of Code Section 36-70-24, the sanctions specified in subsection (a) of this Code section shall not be imposed upon:

(A) The County within which any such municipality or portion of any such municipality is located; or

(B) Any other municipality located in such county.

(2) The provisions of this subsection shall apply only if a process to resolve disputes required by subparagraph (C) of paragraph (4) of Code Section 36-70-24 has been established between the county and each municipality containing 500 or more persons within the county.

(c) Any local government or authority which is subject to the sanctions specified in subsection (a) of this Code section shall become eligible for state administered financial assistance or grants, loans, or permits on the first day of the month following verification by the department that the requirements of Code Section 36-70-26 have been met.

**36-70-28.**

Each county and municipality shall review, and revise if necessary, the approved strategy:

(1) In conjunction with updates of the comprehensive plan as required by Article I of this chapter;

(2) Whenever necessary to change service delivery or revenue distribution arrangements; or

(3) In the event of the creation, abolition, or consolidation of local governments."

**SECTION 2.**



Said title is further amended by striking paragraph (2) of Code Section 36-66-3, relating to definitions regarding zoning procedures, and inserting in its place a new paragraph (2) to read as follows:

"(2) 'Territorial boundaries' means, in the case of counties, the unincorporated areas thereof and any area defined in paragraph (5. 1) of Code Section 36-70-2, and, in the case of municipalities, the area lying within the corporate limits thereof except any area defined in paragraph (5.1) of Code Section 36-70-2."

### SECTION 3.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

### SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.



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Georgia Department of  
Community Affairs

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1. Royal 164th	2. Shanahan 10th	3. Smith 12th
4. Stancil 16th	5. Sauder 29th	6. Houston 166th

HB 699

HB 699/AP

H. B. No. 699 (AS PASSED HOUSE AND SENATE)

By: Representatives Royal of the 164th, Shanahan of the 10th, Smith of the 12th, Stancil of the 16th, Sauder of the 29th and others

**A BILL TO BE ENTITLED  
AN ACT**

1 To amend Article 2 of Chapter 70 of Title 36 of the Official  
2 Code of Georgia Annotated, relating to county and municipal  
3 service delivery strategies, so as to change certain  
4 provisions regarding criteria in developing such service  
5 delivery strategies; to change certain provisions regarding  
6 limitation of funding for projects which are not included in  
7 or which are inconsistent with a service delivery strategy;  
8 to amend Code Section 50-4-7 of the Official Code of Georgia  
9 Annotated, relating to state service delivery regions, so as  
10 to change the boundaries of certain such regions; to amend  
11 Code Section 50-8-4 of the Official Code of Georgia  
12 Annotated, relating to the Board of Community Affairs, so as  
13 to change provisions relating to ratification of changes in  
14 the boundaries of regional development centers; to repeal  
15 conflicting laws; and for other purposes.

16 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

17 SECTION 1.

18 Article 2 of Chapter 70 of Title 36 of the Official Code of  
19 Georgia Annotated, relating to county and municipal service  
20 delivery strategies, is amended by striking subparagraph (C)  
21 of paragraph (4) of Code Section 36-70-24, relating to  
22 service delivery strategy criteria, and inserting in its  
23 place a new subparagraph (C) to read as follows:

24 "(C) A process shall be established by July 1, 1998,  
25 by each county and every municipality located within  
26 each county, regardless of population, to resolve land  
27 use classification disputes when a county objects to  
28 the proposed land use of an area to be annexed into a  
29 municipality within the county."

30 SECTION 2.

31 Said article is further amended by striking Code Section  
32 36-70-27, relating to limitation of funding for projects  
33 which are not included in or which are inconsistent with a

H. B. No. 699

-1-

HB 699/AP

1 service delivery strategy, and inserting in its place a new  
2 Code Section 36-70-27 to read as follows:

3 "36-70-27.

4 (a) On and after July 1, 1999, no state administered  
5 financial assistance or grant, loan, or permit shall be  
6 issued to any local government or authority which is not  
7 included in a department verified strategy or for any  
8 project which is inconsistent with such strategy.

9 (b)(1) If a municipality containing fewer than 500  
10 persons within the county fails to establish a process  
11 to resolve disputes as required by subparagraph (C) of  
12 paragraph (4) of Code Section 36-70-24, the sanctions  
13 specified in subsection (a) of this Code section shall  
14 not be imposed upon:

15 (A) The county within which any such municipality or  
16 portion of any such municipality is located; or

17 (B) Any other municipality located in such county.

18 (2) The provisions of this subsection shall apply only  
19 if a process to resolve disputes required by  
20 subparagraph (C) of paragraph (4) of Code Section  
21 36-70-24 has been established between the county and  
22 each municipality containing 500 or more persons within  
23 the county.

24 (c) Any local government or authority which is subject to  
25 the sanctions specified in subsection (a) of this Code  
26 section shall become eligible for state administered  
27 financial assistance or grants, loans, or permits on the  
28 first day of the month following verification by the  
29 department that the requirements of Code Section 36-70-26  
30 have been met."

31 SECTION 3.

32 Code Section 50-4-7 of the Official Code of Georgia  
33 Annotated, relating to state service delivery regions, is  
34 amended by striking paragraphs (7), (9), and (12) of  
35 subsection (a) and inserting in their respective places new  
36 paragraphs to read as follows:

37 "(7) State Service Delivery Region 7 shall be composed  
38 of Burke, Columbia, Glascock, Hancock, Jefferson,  
39 Jenkins, Lincoln, McDuffie, Richmond, Screven,  
40 Taliaferro, Warren, Washington, and Wilkes counties;"

H. B. No. 699

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HB 699/AP

1 "(9) State Service Delivery Region 9 shall be composed  
2 of Appling, Bleckley, Candler, Dodge, Emanuel, Evans,  
3 Jeff Davis, Johnson, Laurens, Montgomery, Tattnall,  
4 Telfair, Toombs, Treutlen, Wayne, Wheeler, and Wilcox  
5 counties;"



6 "(12) State Service Delivery Region 12 shall be composed  
7 of Bryan, Bulloch, Camden, Chatham, Effingham, ~~Evans,~~  
8 Glynn, Liberty, Long, and McIntosh, ~~Scriven,~~ and  
9 ~~Tattnall~~ counties."

10 SECTION 4.

11 Code Section 50-8-4 of the Official Code of Georgia  
12 Annotated, relating to the Board of Community Affairs, is  
13 amended by adding at the end a new subsection (g) to read as  
14 follows:

15 "(g) In addition to ratification by resolution, the  
16 General Assembly may ratify regional development center  
17 boundary changes by Act; and the particular changes  
18 adopted by the Board of Community Affairs on January 13,  
19 1999, and February 10, 1999, and affecting Johnson and  
20 Emanuel counties are ratified to become effective July 1,  
21 1999."

22 SECTION 5.

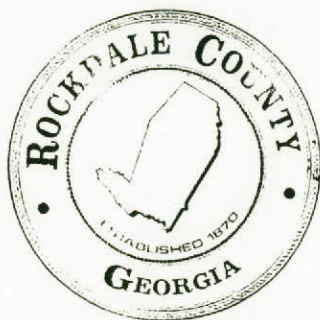
23 This Act shall become effective upon its approval by the  
24 Governor or upon its becoming law without such approval.

25 SECTION 6.

26 All laws and parts of laws in conflict with this Act are  
27 repealed.



**EXHIBIT B**  
**(INITIATION OF PROCESS)**



Board of Commissioners  
Randolph W. Poynter, Chairman  
Burt Posebee  
Norman Wheeler

(770) 929-4001  
FAX: (770) 483-4376

December 8, 1997

The Honorable Charles Walker  
Mayor of the City of Conyers  
1174 Scott Street  
Conyers, Georgia 30012

Regarding: Service Delivery Strategy Negotiations

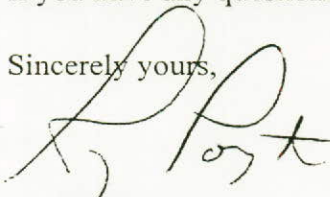
Dear Mayor Walker:

As you know, legislation was passed during the 1997 Session of the General Assembly (HB 489) which requires counties and cities to periodically negotiate the manner in which local government services are delivered to the public. The negotiations should result in the execution of an agreement for the implementation of a local government service delivery strategy by July 1, 1999. In particular, the law says that each county will initiate the process for developing a local government service delivery strategy after July 1, 1997, but no later than January 1, 1998, by giving written notice to the governing bodies of all municipalities located wholly or partially within the county or providing services within the county. Notice must also be given to other counties that may be providing services within the county.

Pursuant to this call, an initial meeting commencing the service delivery negotiation process required by O.C.G.A. 36-70-20 *et seq.* is scheduled for December 18, 1997, at 3:30 p.m. The meeting is to be held in the Commission Conference Room, Room 101, of the Rockdale County Courthouse, at which time preliminary information and the structure of the negotiations will be discussed. A letter similar to this one has been sent to the Board of Commission Chairmen of DeKalb, Gwinnett and Newton counties, as well as, to the mayor of the City of Conyers.

If you have any questions or suggestions, please do not hesitate to contact me.

Sincerely yours,

  
Randolph W. Poynter  
Chairman

RWP/hl



EXHIBIT C

(CURRENT SERVICE DELIVERY ARRANGEMENTS)



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR ROCKDALE COUNTY

PAGE 1

**I. GENERAL INSTRUCTIONS:**

1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For each service or service component listed in Section III, complete a separate *Summary of Service Delivery Arrangements* form (page 2).
5. Complete one copy of the *Summary of Land Use Agreements* form (page 3).
6. Have the *Certifications* form (page 4) 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, page 4).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs  
Office of Coordinated Planning  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at [www.dca.servicedelivery.org](http://www.dca.servicedelivery.org), or call the Office of Coordinated Planning at (404) 679-3114.

*Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.*

**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.

Rockdale County, Georgia  
City of Conyers, Georgia

**III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

For each service listed here, a separate *Summary of Service Delivery Arrangements* form (page 2) must be completed.

See attached.



## SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY

1. Administration
2. Human Resources
3. Finance
  - a. Billing and Collections
  - b. Contract Administration
  - c. Purchasing
  - d. Financial Analysis
  - e. Accounting
  - f. Budgeting
  - g. Grants Management
  - h. Information Systems
4. Management Information Systems
5. Public Relations
6. Voter Registration and Elections
7. Tax Assessors Office
8. Tax Collections
  - a. Ad Valorem
  - b. Title Transfer
  - c. Vehicle Taxes
9. Law Enforcement
  - a. Patrol
  - b. Criminal Investigations
  - c. Jail
  - d. Warrants
  - e. Court Security
10. Fire Services
11. EMS Services
12. E911 Communication Services
13. Coroner
14. Conyers Housing Authority
15. Conyers Security Alert

16. Public Works
  - a. Street Repair and Maintenance
  - b. Street Construction and Design
  - c. Sidewalk Maintenance, Construction and Design
  - d. Storm Water Management
  - e. Signage
  - f. Vehicle Maintenance
  - g. Mapping/GIS
  
17. Planning and Development
  - a. Planning/Zoning
  - b. Permitting & Licensing
  - c. Inspections
  - d. Code Enforcement
  - e. Plan Review
  
18. Municipal Court
  
19. County Court Services
  - a. Probate Court
  - b. Juvenile Court
  - c. Magistrate Court
  - d. State Court
  - e. Clerk of State Court
  - f. Superior Court
  - g. Clerk of Superior Court
  - h. District Attorney
  - i. Public Defender
  
20. Water and Sewer Services
  - a. Water Distribution
  - b. Wastewater Treatment
  - c. Reservoir Management
  - d. Water/Sewer Maintenance
  - e. Industrial Pretreatment
  - f. Water Treatment
  - g. Lab Analysis
  - h. Meter Reading
  - i. Engineering/Plan Review
  
21. Parks and Recreation
  - a. Active Recreation
  - b. Passive Recreation
  - c. Cemeteries
  
22. Tourism
  - a. Georgia International Horse Park
  - b. Conyers Welcome Center
  - c. Equestrian Events
  - d. Mountain Biking
  - e. Concerts
  - f. Golf
  - g. Hotel/Conference Center
  - h. Misc Events
  - i. Walking/Riding/Biking Trails
  - j. Nature Center



23. Landfill
24. Transfer Station
25. Garbage Collection/Disposal
26. Animal Control
27. Extension Service
28. Senior Citizens Services
29. Health Department
30. Economic Development
31. Library Services
32. Authorities
  - a. Hospital Authority
  - b. Rockdale Development Authority
  - c. Conyers Development Authority
  - d. Big Haynes Creek Impoundment Authority
  - e. Rockdale County Water and Sewer Authority
  - f. Conyers Athletics Authority
  - g. Conyers Convention and Visitors Bureau Authority
  - h. Conyers Housing Authority

**EXHIBIT D**

**SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

1. Administration
2. Human Resources
3. Finance
  - a. Billing and Collections
  - b. Contract Administration
  - c. Purchasing
  - d. Financial Analysis
  - e. Accounting
  - f. Budgeting
  - g. Grants Management
  - h. Information Systems
4. Management Information Systems
5. Public Relations
6. Voter Registration and Elections
7. Tax Assessors Office
8. Tax Collections
  - a. Ad Valorem
  - b. Title Transfer
  - c. Vehicle Taxes
9. Law Enforcement
  - a. Patrol
  - b. Criminal Investigations
  - c. Jail
  - d. Warrants
  - e. Court Security
10. Fire Services
11. EMS Services
12. E911 Communication Services
13. Coroner
14. Conyers Housing Authority
15. Conyers Security Alert



16. Public Works
  - a. Street Repair and Maintenance
  - b. Street Construction and Design
  - c. Sidewalk Maintenance, Construction and Design
  - d. Storm Water Management
  - e. Signage
  - f. Vehicle Maintenance
  - g. Mapping/GIS
  
17. Planning and Development
  - a. Planning/Zoning
  - b. Permitting & Licensing
  - c. Inspections
  - d. Code Enforcement
  - e. Plan Review
  
18. Municipal Court
  
19. County Court Services
  - a. Probate Court
  - b. Juvenile Court
  - c. Magistrate Court
  - d. State Court
  - e. Clerk of State Court
  - f. Superior Court
  - g. Clerk of Superior Court
  - h. District Attorney
  - i. Public Defender
  
20. Water and Sewer Services
  - a. Water Distribution
  - b. Wastewater Treatment
  - c. Reservoir Management
  - d. Water/Sewer Maintenance
  - e. Industrial Pretreatment
  - f. Water Treatment
  - g. Lab Analysis
  - h. Meter Reading
  - i. Engineering/Plan Review
  
21. Parks and Recreation
  - a. Active Recreation
  - b. Passive Recreation
  - c. Cemeteries
  
22. Tourism
  - a. Georgia International Horse Park
  - b. Conyers Welcome Center
  - c. Equestrian Events
  - d. Mountain Biking
  - e. Concerts
  - f. Golf
  - g. Hotel/Conference Center
  - h. Misc Events
  - i. Walking/Riding/Biking Trails
  - j. Nature Center

23. Landfill
24. Transfer Station
25. Garbage Collection/Disposal
26. Animal Control
27. Extension Service
28. Senior Citizens Services
29. Health Department
30. Economic Development
31. Library Services
32. Authorities
  - a. Hospital Authority
  - b. Rockdale Development Authority
  - c. Conyers Development Authority
  - d. Big Haynes Creek Impoundment Authority
  - e. Rockdale County Water and Sewer Authority
  - f. Conyers Athletics Authority
  - g. Conyers Convention and Visitors Bureau Authority
  - h. Conyers Housing Authority





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: General Administration

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:
General Administration	Rockdale County and	1999 - Current
Service Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR GENERAL ADMINISTRATION  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County General Administration Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. Furthermore, each governmental entity by its respective charter is required to have a General Administration Department.

We the undersigned agree that the administrative procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Human Resources

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:
Human Resource Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR HUMAN RESOURCES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County Human Resource Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. This Department manages all personnel-related functions and ensures that all activities are conducted in conformity with local, state and federal law.

We the undersigned agree that the human resource management procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Finance

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

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

Rockdale County	General Fund
City of Conyers	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:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Finance Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR FINANCE  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County Finance Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. Furthermore, each governmental entity by its respective charter is required to have a Finance Department. This department controls and monitors the receipts and expenditures and by this process ensures that all activities are conducted in an efficient and ethical manner.

We the undersigned agree that the finance procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Management Information Systems

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:

Management Information	Rockdale County and	1999 - Current
Systems Service Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/9294008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR MANAGEMENT INFORMATION SYSTEMS  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County Management Information System Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. This Department manages all technology-related functions.

We the undersigned agree that the management information systems put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Public Relations

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:
Public Relations Service	Rockdale County and	1999 - Current
Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR PUBLIC RELATIONS  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County Public Relation Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. This Department ensures that the public is kept apprised of all activities undertaken by the government and that each citizen has the opportunity to be heard.

We the undersigned agree that the communication systems put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Voter Registration and Elections

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

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

Rockdale 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:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Voter Registration and	Rockdale County and	1999 - Current
Elections Service Delivery	The City of Conyers	
Strategy Agreement		

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

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR VOTER REGISTRATION AND ELECTION SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County provides Voter Registration and Election Services through the Rockdale County Board of Voter Registration and Elections for persons residing in both the incorporated and unincorporated areas of Rockdale County. However, the City Clerk of the City of Conyers serves as the City's Election Superintendent during municipal elections. Duties of the Superintendent include overseeing qualifying for city elections, accepting absentee ballots for city elections and working with the Rockdale County Board of Voter Registration and Elections for the coordination and administration of City elections. Election procedures are governed by the laws of the State of Georgia.

We the undersigned agree that the voter registration and election service delivery procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Tax Assessment

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

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

2. In developing 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:      Funding Method:

Rockdale 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:
Ad Valorem Assessment	Rockdale County and	1999 - Current
Service Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR AD VALOREM ASSESSMENT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The Rockdale County Tax Assessors Office is constitutionally charged with the responsibility of assessing the valuation of all real and personal property in the City of Conyers and Rockdale County.

We the undersigned agree that the tax assessment procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Tax Collections

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	General Fund

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

No change



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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Tax Collection Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR TAX COLLECTIONS  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Through other agreements entered into and included in this report, the need for both City and County Tax Collection Departments is clearly evidenced.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services. In order to provide proper cash flow and financial stability for each government, each entity collects and is accountable for its own tax receipts.

We the undersigned agree that the tax collection procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Law Enforcement

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

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

Rockdale County	General Fund
City of Conyers	General Fund

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

The jail services contract was revised to reflect a new rate.



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:
Detention Services Agreement	Rockdale County and	1999 - Current
Law Enforcement Service Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR LAW ENFORCEMENT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The City of Conyers has maintained a police force since the time of its Charter for the purpose of serving the citizens and businesses within its corporate limits. This provides for more intensive patrol and related law enforcement functions than could be provided solely by the Rockdale County Sheriff's Department.

The Rockdale County Sheriff's Department, because of the greater geographic area of responsibility, focuses its primary attention on serving the citizens and businesses outside the corporate limits of Conyers.

Each entity's department provides law enforcement services to its respective constituents and have done so in the past, without conflict, while rendering mutual aid when necessary. The good working relationship between the person holding the elected position of Sheriff and the person holding the appointed position of Chief of Police plays a key role in the continued success of this cooperative delivery strategy.

The Rockdale County Jail houses City prisoners charged with violations of statutes of the State of Georgia and City Ordinances. The City and County have entered into a Detention Services Agreement governing the housing of the City's prisoners at the Rockdale County Jail. A copy of the Agreement is provided for reference and attached hereto.

We the undersigned agree that the Law Enforcement Service Delivery Strategies put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

Attest:

Attest:

\_\_\_\_\_  
County Seal

\_\_\_\_\_  
City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Fire

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

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

2. In developing 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:      Funding Method.

Rockdale 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:
1990 Consolidation of Fire Services Agreement	Rockdale County and The City of Conyers	1990 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR FIRE SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Since the signing of the June 28, 1990 Fire Services Contract Agreement by the Rockdale County Board of Commissioners and the Mayor and Council of the City of Conyers, there has been no conflict pertaining to fire protection or fire services between Rockdale County and the City of Conyers (See attached Consolidation of Fire Services Agreement).

We, the undersigned agree that the Fire Services Agreement in place has proven to be an effective and efficient manner of delivering fire protection services to the residents of Rockdale County and the City of Conyers. A copy of the Agreement is provided for reference and attached hereto. We see no apparent duplication of services nor issues for further consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal

STATE OF GEORGIA  
COUNTY OF ROCKDALE

EXECUTION COPY

CONSOLIDATION OF FIRE SERVICES AGREEMENT

This Agreement made and entered into on this 28<sup>th</sup> day of June, 1990, by and between the CITY OF CONYERS, GEORGIA (hereinafter referred to as the "CITY") acting by and through its Mayor and council as provided by law, and ROCKDALE COUNTY, GEORGIA (hereinafter referred to as the "COUNTY") acting by and through its Board of Commissioners as provided by law.

W I T N E S S E T H:

WHEREAS, the CITY and the COUNTY have heretofore operated independent fire departments for the protection of citizens of their respective governmental entities; and

WHEREAS, during the operation of said fire departments, the CITY and the COUNTY have worked closely with one another for the benefit of their respective citizenry regarding response to emergencies and fires; and

WHEREAS, the parties hereto deem it to be in the best interest of the citizens of the CITY and the COUNTY to cause the fire department of the CITY to be merged with and into the fire department of the COUNTY in accordance with this Agreement; and

WHEREAS, each of the parties to this Agreement will benefit from the transactions contemplated herein and each desires to establish certain conditions and make certain covenants in connection therewith.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the



mutual advantages and benefits for and to the CITY and to the COUNTY from the mutual promises herein contained, it is agreed as follows:

1.

Subject to the terms and conditions hereof, on July 1, 1990 (the "Effective Date"), the fire department of the CITY shall be merged with and into the fire department of the COUNTY and the separate existence of the fire department of the CITY, with all of its purposes and powers, shall thereupon cease. The fire department of the COUNTY shall be the surviving fire department arising out of the merger, which surviving fire department is hereinafter referred to in this Agreement as the "Fire Department". From and after the Effective Date, the Fire Department shall have all of the responsibilities, rights, privileges, powers and immunities afforded a fire department of a political subdivision of the State of Georgia as provided statutorily and by virtue of the Constitution of the State of Georgia. From and after the Effective Date, the Fire Department shall provide fire protection and emergency medical service in the COUNTY and the CITY to the same extent as was provided prior to the Effective Date by the fire department of the CITY and the fire department of the COUNTY. Full and complete responsibility and sole and exclusive discretion for the operation of the merged department, subject to Paragraphs 7 and 8 of this Agreement, shall be vested in the COUNTY under the direction of the Board of Commissioners of the COUNTY. The COUNTY shall thereafter be responsible and liable for any and all

liabilities and obligations of the Fire Department; and any claim, action, or proceeding arising after the Effective Date shall be the sole and exclusive responsibility of the COUNTY. From and after the Effective Date, the COUNTY shall indemnify and hold the CITY harmless from any and all liability or obligations whatsoever for any demands, causes of action, suits, claims, liabilities or judgments with regard to the operation of the Fire Department by the COUNTY.

The CITY shall be responsible for, and indemnify and hold the COUNTY harmless from any and all liability or obligations whatsoever for any demands, causes of action, suits, claims, liabilities or judgments with regard to the operation of the fire department of the CITY prior to the Effective Date.

2.

The COUNTY shall have the right to the possession and control of the CITY'S present fire station located at 1164 Scott Street, S.E., Conyers, Georgia (the "Scott Street Property"), as a tenant in common. All furniture, equipment, radio facilities and fixtures on said property (as set forth on Exhibit "A" attached hereto and by reference made a part hereof) shall be the property of the COUNTY. The CITY shall have the right to terminate the COUNTY'S possession and control of the Scott Street Property only if the COUNTY ceases using the Scott Street Property as a fire station. During the term of the COUNTY'S possession of the Scott Street Property, the CITY shall be responsible for the maintenance and upkeep of the physical structures contained thereon. In addition,



the CITY shall maintain general liability insurance on the Scott Street Property and owner's insurance on the structure located on the Scott Street Property. For so long as the COUNTY utilizes the Scott Street Property as a fire station, the COUNTY shall pay no rent for the right to utilize possession and control of the Scott Street Property and improvements located thereon.

On the effective date, the CITY will assign all of its right, title and interest to receive by warranty deed fee simple title to a tract and parcel of land to be given the CITY by Doris H. Vaughn (the "Vaughn Property") pursuant to that certain Agreement, dated August 21, 1989, between Doris H. Vaughn and the CITY (attached hereto as Exhibit "B" and by reference made a part hereof) for use as a fire station site to the COUNTY. The CITY shall have the right to use a portion of the Vaughn Property in conjunction with the COUNTY for a police precinct; provided, however, said use of the Vaughn Property by CITY as a police precinct shall be subservient to the primary use of the Vaughn Property as a fire station; provided further, however, that the cost of said police precinct shall be borne completely by the CITY. The COUNTY herewith agrees with the limited use of the Vaughn Property for a fire station and/or a CITY police precinct site. No sale or transfer of such Vaughn Property shall be made by the COUNTY without the prior written consent of the CITY.

3.

On the Effective Date, the CITY shall deliver to the COUNTY possession, ownership and control of all vehicles assigned to or



used by the CITY in connection with the operation of its fire department. Said vehicles are described in Exhibit "C" (attached hereto and by reference made a part hereof).

The CITY certifies that all vehicles and other items of personal property are transferred free and clear of all liens and encumbrances of any nature or description whatsoever. The CITY shall execute all documents necessary for the proper transfer of the property identified on Exhibit "A" and Exhibit "C" as determined by the COUNTY.

4.

Transfer of Personnel. All personnel of the CITY employed with and assigned to the fire department of the CITY shall be transferred with similar rank to the Fire Department subject to the terms and provisions of all the COUNTY personnel rules and regulations. Specifically, the fire chief of the CITY shall be transferred as an Assistant Chief in the Fire Department chain of command.

All personnel transferred and becoming COUNTY personnel shall:

(a) Receive salaries at least equivalent to those base salaries now paid by the CITY;

(b) Be allowed to transfer unused sick leave and annual leave, subject to the guidelines of the COUNTY personnel system; and

(c) Be allowed to retain within the rules and regulations of the COUNTY personnel system, all seniority earned during their CITY service.

The CITY shall assure that all accrued pension benefits for the CITY personnel transferred hereunder shall vest immediately, thus entitling each employee transferred, upon his or her own election, to such rights and privileges as are provided in the pension system maintained by the CITY. Henceforth, all such benefits granted to employees transferred shall be governed by the COUNTY personnel system. The CITY herewith acknowledges and warrants that the employees identified in Exhibit "D" (attached hereto and by reference made a part hereof) represent the entire present personnel of the fire department of the CITY which are subject to transfer and that the ranks enumerated in Exhibit "D" as to each employee and benefits as to accrued sick leave, annual leave, and salary are identified. The CITY acknowledges that any employee benefits not identified in Exhibit "D" shall remain the responsibility of the CITY after the execution of this Agreement.

5.

For and in consideration of the assumption by the COUNTY of the fire services within the city limits of the City of Conyers, the CITY shall pay to the COUNTY the sum of \$1,020,000.00 as follows:

(a) The CITY shall pay to the COUNTY an installment in the amount of \$510,000.00 for the fiscal year 1990-1991;

(b) The CITY shall pay to the County an installment in the amount of \$340,000.00 for the fiscal year 1991-1992;

(c) The CITY shall pay to the COUNTY an installment in the amount of \$170,000.00 for the fiscal year 1992-1993.



The payment made in each fiscal year shall be paid in consecutive equal monthly installments beginning on July 31st and continuing on the last day of each month for said fiscal year through June 30th of each fiscal year. The payment installments for each year shall be made in consecutive equal monthly installments for each fiscal year in question due and payable on the last day of each month.

6.

From and after the Effective Date, the Fire Department shall maintain a fire rating for the incorporated areas of the CITY equal to the lowest fire rating for the COUNTY as declared by the Insurance Service Organization and shall maintain in the incorporated areas of the CITY a response time equivalent to the average lowest response time for the COUNTY.

7.

From and after the Effective Date, the CITY and the COUNTY, if same have conflicting rules, regulations, codes or ordinances for fire enforcement, inspection and suppression shall work cooperatively towards adopting such rules, regulations, codes or ordinances to eliminate said conflict.

All fire investigations inside the incorporated areas of the CITY shall be the responsibility of the Fire Department and the City of Conyers Police Department. All other fire investigations shall be the sole responsibility of the Fire Department. All responsibilities for enforcement of all codes, rules, ordinances and regulations pertaining to fire enforcement, fire inspection and



fire suppression shall be the sole responsibility of the Fire Department.

From and after the Effective Date, Conyers Security Alert shall provide support county-wide to the Fire Department; provided, however, that such service shall be provided to the unincorporated areas of the COUNTY under such terms and conditions as shall be agreed upon in writing by the CITY and the COUNTY.

Certificates of occupancy for construction projects within the incorporated areas of the CITY shall be co-issued by the Fire Department, as the surviving department, and the CITY Planning and Development Department. All certificates of occupancy within the incorporated areas of the CITY shall be issued or denied, and be subject to review or appeal, as provided in the Code of Ordinances of the CITY. As to those construction projects within the unincorporated areas of the COUNTY, certificates of occupancy shall be issued in compliance with applicable COUNTY rules, regulations and ordinances.

8.

From and after the Effective Date, at least quarterly, the Fire Chief of the Fire Department shall report to the Public Safety Committee of the CITY the fire suppression activity and the emergency medical services activity with regard to the incorporated areas of the CITY.

From and after the Effective Date, the Fire Chief of the Fire Department shall make a monthly activity report with regard to the incorporated areas of the CITY to the City Manager of the CITY.

9.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

10.

This Agreement shall be construed and resolved according to the laws of the State of Georgia.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified or amended only in writing, duly executed by all parties.

This Agreement may be executed simultaneously in two or more counter-parts, each of which shall constitute one and the same instrument.

Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the date and year first above written.

CITY OF CONYERS, GEORGIA

By: Charles C. Walker (SEAL)  
Charles C. Walker, Mayor

ATTEST:

Dee Buggay

APPROVED:

Walter F. Burkhead  
City Attorney

ROCKDALE COUNTY, GEORGIA

By: Randolph W. Poynter (SEAL)  
Randolph W. Poynter  
Chairman

ATTEST:

Janet R. Alexander

APPROVED:

JRH  
County Attorney



EXHIBIT "A"

FURNITURE, EQUIPMENT, RADIO FACILITIES AND FIXTURES LOCATED AT 1164  
SCOTT STREET (SCOTT STREET STATION)

The attached inventory listing does not include items listed below:

expendable cleaning supplies, brooms, mops, dishwashing supplies, lubricants, paints, various spray products, trash cans, lamps, wall pictures, bed spreads, pillows, dishes, pots, pans, edible items, tank saver, recording tape, etc.

*Dumyants*  
*Chief*

EQUIPMENT INVENTORY--CITY STATION

file cabinets:	4 drawer	9
	3 drawer	0
	2 drawer	1
	2 drawer horizontal	1
desks:	wooden/executive	1
	metal/secretarial "L"shape	1
	metal/standard	4
	metal/government surplus	1
	wooden/computer station	1
desk chairs:	executive	1
	secretarial	7
chairs (stack & folding)		
miscellaneous small tables		6
large kitchen table		1
trophy case		1
typewriter (Cannon 550)		1
cabinet (large office supplies)		1
opaque projector		1
storage cabinet for training supplies (built-in)		1
lockers:	3 full-length per set	6
	6 half-length per set	1
sofas		2
Televisions (day room and portable)		2
V.C.R.		1
microwave oven		1
kitchen oven/surface unit		1
refrigerator		1
scanners/multi-frequency band		2
amplifier (Radio Shack for P.A.)		1
Motorola control (base) station		1
Motorola Intercom (hard wire)		1
Kodak slide projector		1

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City Station Inventory--Page 2

Buhl overhead projector	1
Projector screen (portable)	1
Projector screen (ceiling mount)	1
write-on, erasable board	1
exercise mats	2
assorted carousel trays for projector	22
video tapes for training	25
Computer (Unisys/20 MB)	1
Printer (Tandy DWP 220)	1
Printer (Cannon/letter quality)	1
Color monitor (Sperry)	1
Keyboard (Unisys)	1
DOT air storage cylinders (120 cu. ft.)	20
air compressor (Ingersol/Rand)	1
ladder (wood/folding/6 foot)	1
ladder (wood/folding/12 foot)	1
stationary pager multi-charger (5 slot)	1
stationary charger for MT500 portable	1
MT 500 portable radios (400 MHz band)	7
chest of drawers	2
vacuum cleaner	1
water fountain (stationary)	1
Bookcase	3
audio visual rolling cart	1
wall-mount fire extinguisher	1
combustible vapor detector	1
chalkboard	2
rolling cart for chair storage	1

City Station Inventory--Page 3

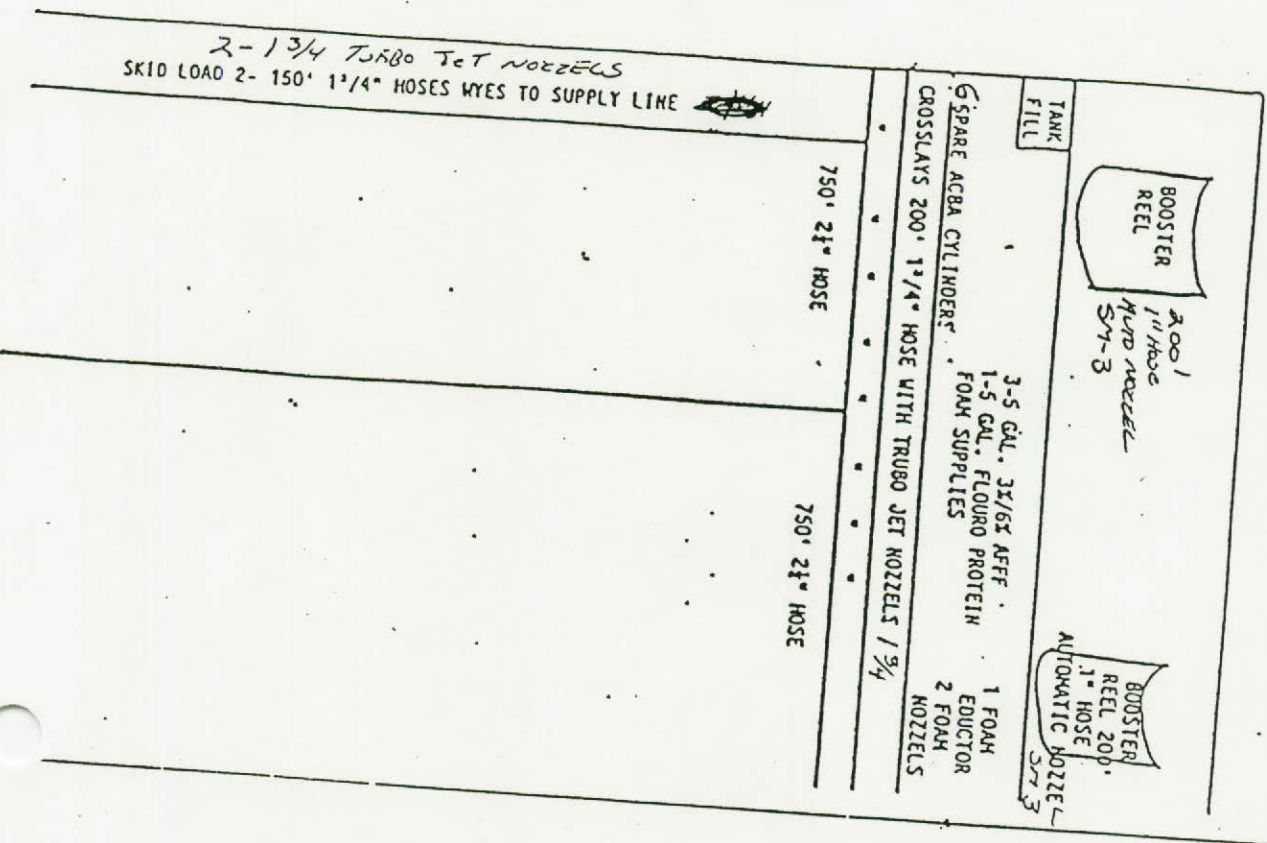
DOT storage cylinders (300 cu. ft.)	8
assorted types and sizes fire extinguishers	14
portable gas cooking grill	1
cut-away fire hydrant for training	1
cut-away valve for training	1
ice machine	1
folding water tank (2000 gallon)	1
assorted B.A. repair parts/tools	-
folding tables (30 in. X 72 in.)	4
coffee maker (Bunn)	1
"pinwheel" film strip viewer with film strips	1
Portable public address system	1
hand-held battery powered megaphones	2
aluminum boat with trailer	1
"sniffer" arson detection device	1
DOT containers used for training	2
electrical power training board	1
emergency power generator (7.5 KW)	1
double bunk beds with mattresses	6

EQUIPMENT INVENTORY FOR RESERVE (HAZMAT) UTILITY VEHICLE

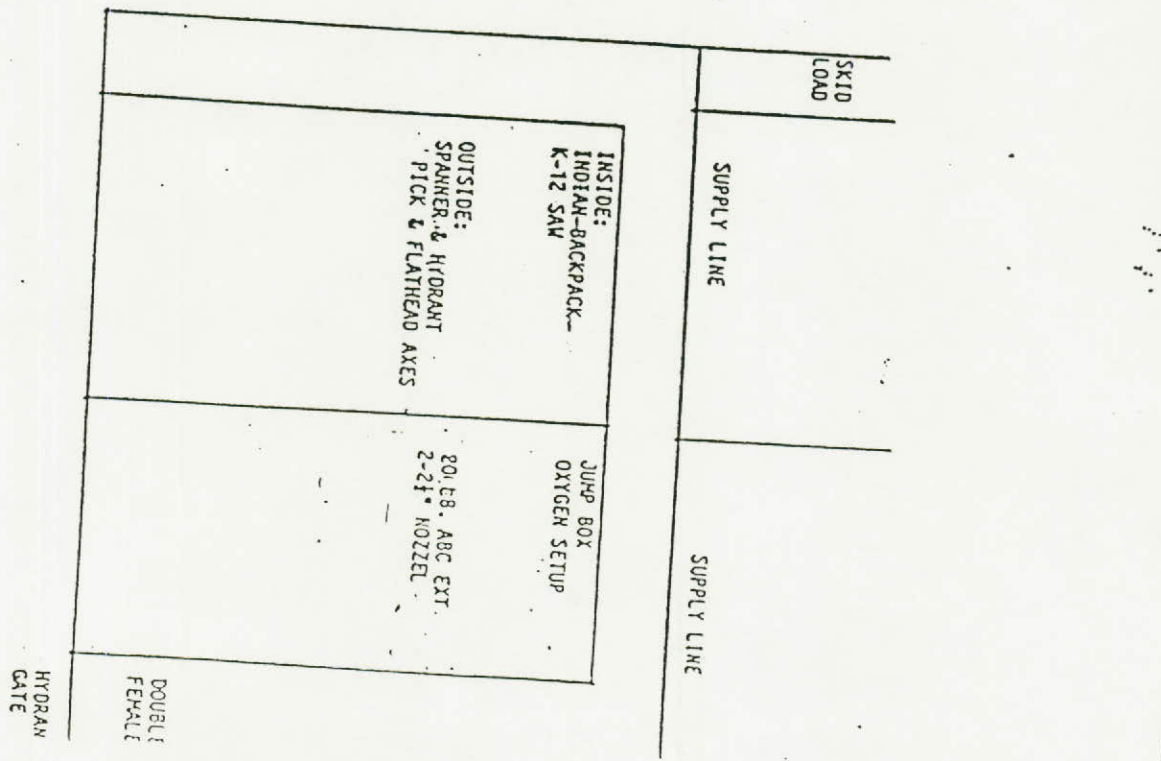
1	48" pipe wrench
2 sets	chain locks
4	pry bars
1	flourescent trouble light
2	wheel chocks
1	stabilizer chain
1	20 lb. ABC dry chemical extinguisher
1	20 lb. CO2 exginguisher
1	4 KW portable generator
2 sets	quartz scene illumination lights
1	50' extension cord
1	5 lb. ABC dry chemical extinguisher
1	#2 bolt cutter
1	rubber mallet
1	one ton capacity "come-along"
2 sets	portable floor lights
1 roll	scene marking and identification tape
1	crow bar
1	hydrant wrench
1	spring steel door opener
2	folding shovels
1	Federal electronic siren
1	Johnson high band radio-400 MHz band
1	Motorola converta-com portable radio amp/charger



# E-8-B Top View

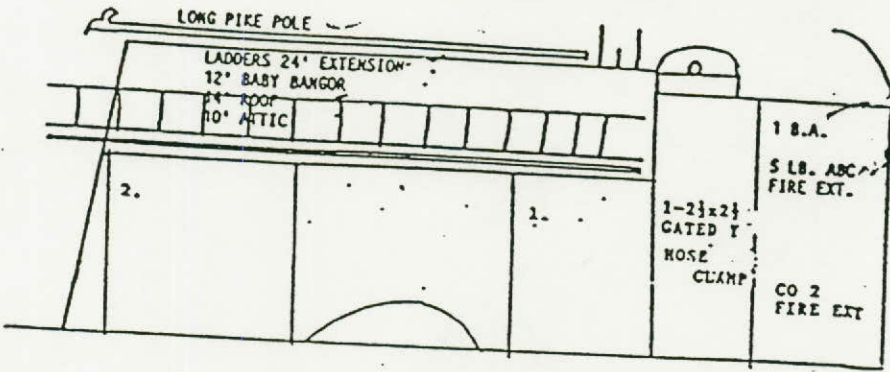


# E-8B Rear View



SELF CONTAINED BREATHING APPARATUS  
 DELUGE GUN  
 STACK TIPS

2. 4 TRAFFIC CONES  
 2 HALL RUNNERS  
 2 SALVAGE COVERS  
 1 25' ROPING ROPE  
 1 50' MANILLA ROPE  
 3 SALVAGE TUBES  
 BAG OF PETROBRAND ROPE



CAB

500 RADIO  
 FIRE RADIO  
 PUBLIC WORKS RADIO

## E-8B Driver's Side View

CHOCK BLOCKS  
 HARD SUCTION ADAPTERS  
 PUMP OIL TANK  
 SUCTION ADAPTERS  
 IN

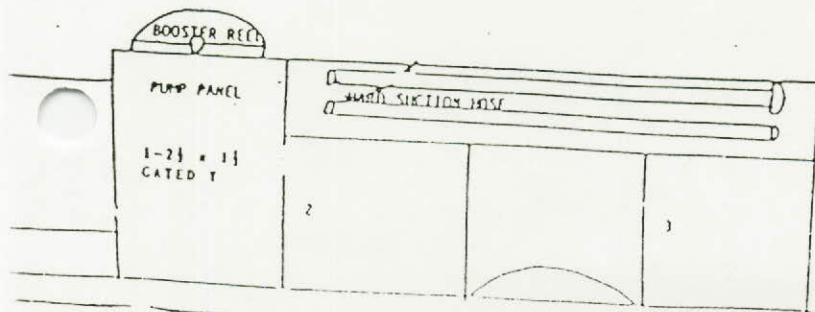
2. TOOL BOX  
 2-2 1/2" DOUBLE MALES  
 2-1 1/2" HOSE ADAPTERS  
 1-2 1/2" DOUBLE FEMALE  
 2 SPANNER & HYDRANT WRENCHES  
 1-2 1/2" WYE  
 SPRINKLER WEDGES  
 4 FLASHLIGHTS  
 1 Breshen distributor  
 2 BARNY WRENCHES  
 2-PRECONNECTED 25' SOFT INTAKE HOSES  
 2-ROPE HOSE TOOLS  
 1-REEL CRANK  
 FRICTION LOSS CHART  
 1-BAILING HOOP  
 1 1/2 DOUBLE FEMALE  
 2 MALE PLUGS 2 1/2"  
 1 WIND SOCK  
 1 ABBOTT TOOL  
 1 PLUG KIT  
 1 RUBBER Mallet  
 2 PINLUG WRENCHES  
 1 METER COVER  
 FLARES  
 SCENE TAPE  
 1/2 TURBO. JET NOZZEL

3.  
 PTICH FORK  
 2-SHORT PIKE POLES  
 SHEETROCK PULLERS

1-PRY-BAR  
 2 FIRE FLAPS  
 2 FLAT SHOVELS  
 WINDSOCK PILE  
 HOSE JACKET  
 SOFT SUCTION  
 BOLT CUTTERS

FLOODING SPADE  
 SCOOP SHOVEL  
 1 SPADE SHOVEL

1 PICK HEAD AXE



REAR

RIGHT SIDE E8

FRONT

Transverse

R1

Jump kit  
Blankets  
OG KIT  
3-C-COUNTERS  
REPAIR KIT  
1 TROOP BARR

R3

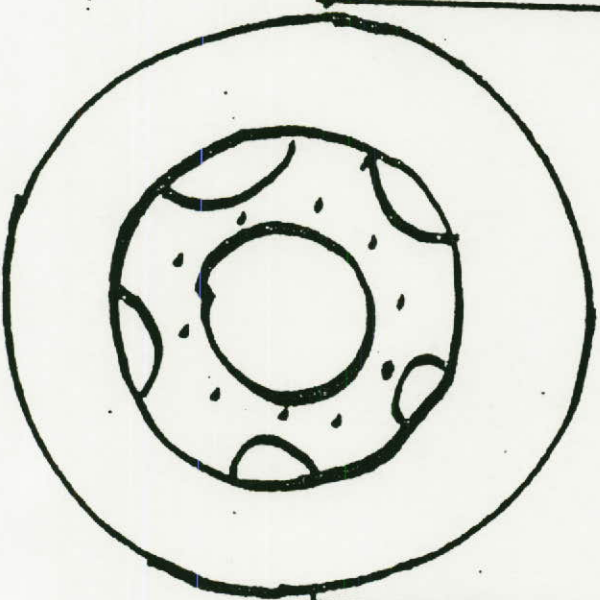
K E D  
Bolt cutters  
Bailing hook  
Crow bar

R4

Modified crow bar  
Pry bar  
Halligan tool  
10'x25' PLASTIC  
Deluge gun  
TIPS  
CHAIN  
STABILIZING CHAIN  
Foam TUBE

R2

Salvage tubs  
Traffic cones (7)  
Hose clamp



2 TUBS Down  
5" SOFT SUCTION

R5

Patch kit  
Cribbing blocks  
SPRINKLER HEADS



LEFT SIDE E8

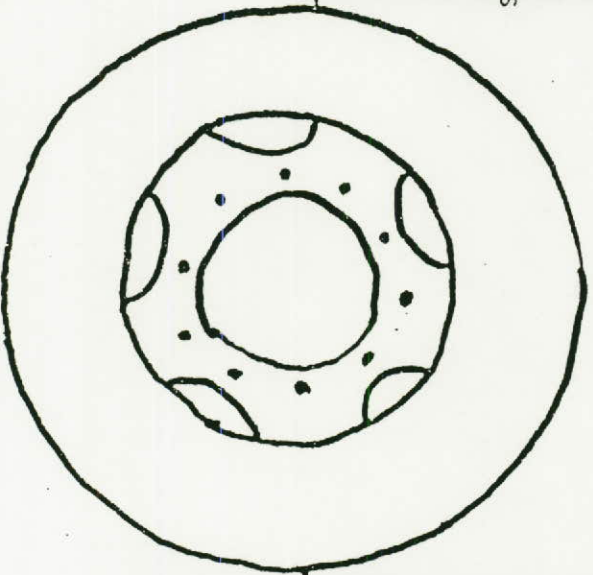
Front

Rear

<p>Transverse                  2Scoop shovels                  2 Flat shovels                  3Spade shovels                  Long back board                  Fire rake                  2Fire flaps                  Fog applicator                  /Pike poles                  Sheet rock puller                  Water cooler                  Cups                  Wind sock pole                  WATER KEY                  RAIN COAT</p>	<p>L1                  4Hand tights                  3Hose pullers                  2Goggles                  Wind sock                  2 FORESTLY HOSES                  WITH NOZZLES AND                  ADAPTERS</p>	<p>Pump panel</p>	<p>L2                  2BA"s WITH PHL RUBBERS                  2Foam educators                  2Air bottles                  2 1/2 Turbo jet nozel</p>	<p>L3                  Tool box/flares                  1-2 1/2 Double female                  2-2 1/2 Double males                  1 - 1 1/2 Double females                  2- 2 1/2to 1 1/2 reducers                  2- 2 1/2 plugs                  1-3 inch plug                  2 3 inch plugs                  Smooth bore nozzle</p>	<p>L4                  1Water ext.                  1 AFF ext.                  Rope ~ 2 BACS                  1 LOOSE MANHOLE</p>	<p>L5                  Smoke ejector                  100' elec. cord                  2-5 gal. foam                  6- Hose ramps                  Door jack                  Hose jacket</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

HAND SAW  
 PROPRIVE TACKLE  
 1 - 6" 5" REDUCER  
 1 - 1 1/2" REDUCER

2- Barway wrenches  
 2 Spanner wrenches  
 Rubber hammer  
 Ratchet hydrant wrench  
 Man. hydrant wrench  
 Rockwell nozzle  
 2 Non gatted wyes  
 1 1/2 Turbo jet nozzle  
 Bresden distal or  
 Stim stim



REAR and OUTSIDE

REAR UPPER

vage covers(2)  
Strap for K 12  
Radiation kit

REAR LOWER

2 Play pipes  
K 12 saw  
Hall runners(2)  
*PORT A POWER*

REAR OUTSIDE

20 lb. CO2 ext.  
Hydrant gate - double female  
Hydrant wrench-2 spanner wrenches  
5 lb. ABC ext.  
20 lb. ABC. ext.

HOSE

2-200' 1 3/4 cross lay preconects  
200' spare hose between preconects  
left rear 100' 3 inch to wye-150' 1 3/4  
both wye outlets  
3000' 3 inch supply - *DOUBLE FEMALE*  
Right rear - 200' 2 1/2 with 200' of  
spare under

TOP

INDIAN BACK PACK  
HOSE REEL CRANK  
BROOM  
9-5 GAL. FOAM  
BACK BOARD  
1-2 1/2 TURBO SET NOZZEL  
2-1 3/4 NOZZELS (TURBO SET)  
2-5M-3 AUTO. NOZZELS  
2-5M30 AUTO. NOZZELS

RIGHT OUTSIDE

35 foot ext. ladder  
14 foot roof ladder  
B A and spare bottle *WITH PAL ALARM*  
Pick head axe

LEFT OUTSIDE

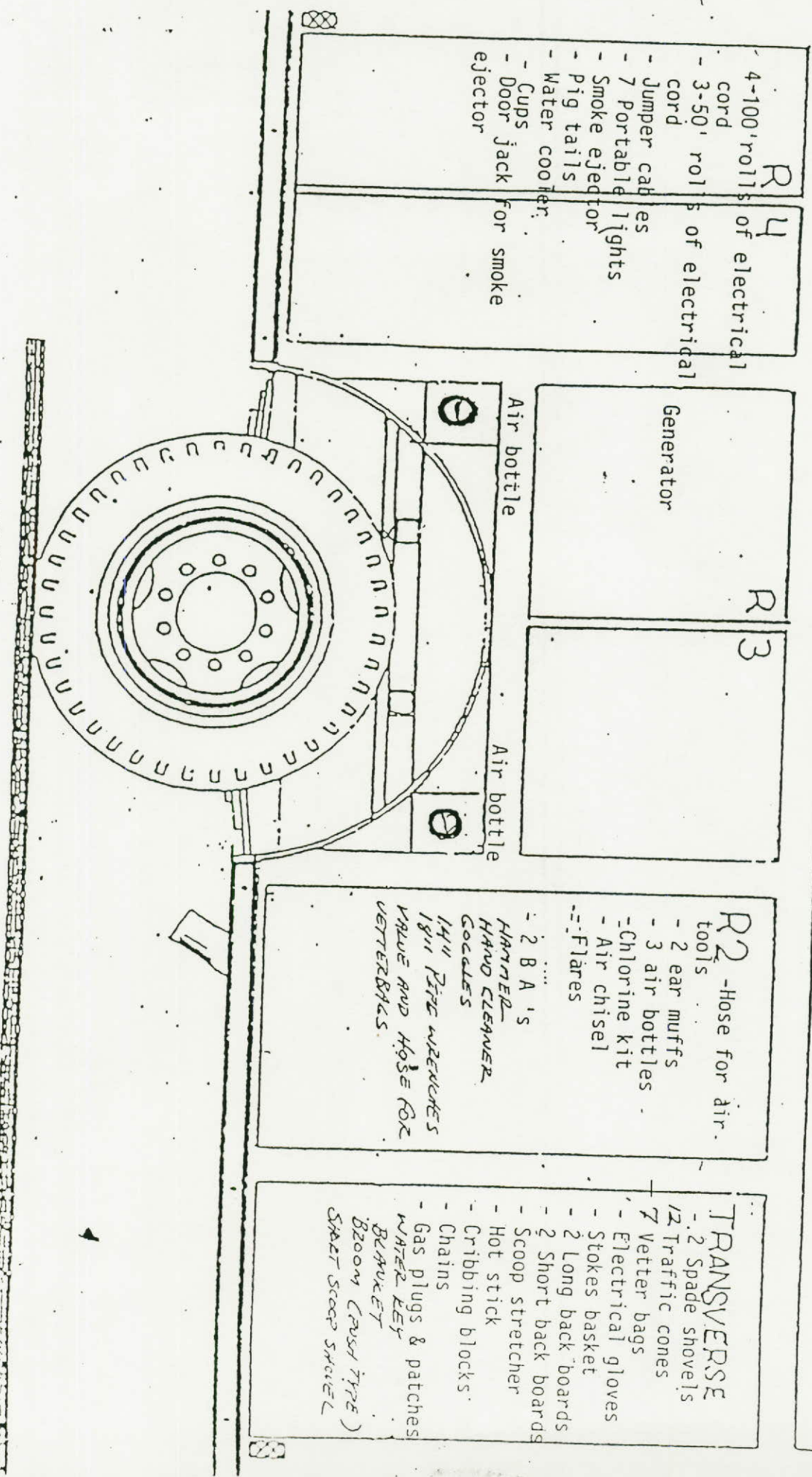
B A/spare bottle *WITH PAL ALARM*  
Flat head axe  
Long pike pole  
Attic ladder  
Wheel chocks  
2 25 foot squirrell tails.  
*2 TURN DOWNS*

CAB

*HAND LIGHT*  
*B A WITH PAL ALARM*  
Preplans  
Gas sheet  
Gas key  
Lock box and keys  
Clip board  
2 Spare bottles over cab  
*800 RADIO*  
*FIRE RADIO*  
*PUBLIC WORKS RADIO*  
*SCENE TAPE*



# Squad I



- R  
H
- 4-100' rolls of electrical cord
  - 3-50' rolls of electrical jumper cables
  - 7 Portable Smoke ejectors
  - Pig tails
  - Water cooler
  - Cups
  - Door Jack
  - ejector
- of electrical  
of electrical
- for smoke

Generator

R  
3

- R2 -Hose for air tools
- 2 ear muffs
  - 3 air bottles
  - Chlorine kit
  - Air chisel
  - Flares
  - 2 B A 's
  - HAMMER
  - HAND CLEANER
  - COALS
  - 1 1/2" Pipe wrenches
  - VALVE AND HOSE FOR VETERBAGS

- TRANSVERSE
- 2 Spade shovels
  - 1/2 Traffic cones
  - 7 Vetter bags
  - Electrical gloves
  - Stokes basket
  - 2 Long back boards
  - 2 Short back boards
  - Scoop stretcher
  - Hot stick
  - Cribbing blocks
  - Chains
  - Gas plugs & patches
  - WATER KEY
  - BUCKET
  - BOOM (CRUSH TYPE)
  - SAFETY SCOOP SHIELD



TOP SHELF

BOTTOM SHELF

I. V. Box  
Preplans  
PHONE LOG BOOK

Command post  
flag  
Wind sock  
CAMPUS  
SCENE TAPE  
CANTONIDE/CUPS

Zip Zorb

#4 TIN TUBS  
2 LOW HAUL BASKETS  
5 GAL OF FLUOROPOLYMER FOAM  
3-25' SECTIONS OF HOSE  
R1 HAZ-MAT SUITS/GLOVES  
ROPE  
100' MANILLA  
5' PERISCOPE ROPES  
100' KERMAMTIC  
300' KERMAMTIC  
50' KERMAMTIC  
(ROPE)  
(HAZMATE)  
19 CHAIRS  
3-2" PULPS  
1 3' PLATE  
R-ACQUETS/STRAPS  
3 SHIRT SLINGS  
3 MED SLINGS  
3 LONG SLINGS

ADDITION DETENTION KIT  
Explosimeter  
Thomas half ring  
Adult traction splint  
Pedi traction splint  
LADDER BELT  
50' HOSE (STANDARD)

800 RADIO

A C  
Fuse box

Phone

HAZ MAT kit

THIRD SEAT

B/A

BENCH SEAT

Splints  
2 Sand bags  
Rope padding

CUPS  
Duct tape  
CHAIN (3-25' TOW CHAIRS)  
ROPE TAN BELT (FOR RAY)

5 LONG PADDED SPLINTS  
2 LADDER SPLINTS

Bed pan  
Blankets (5)  
BODY BAGS

Rain coats

Pedi 02 mask  
Sterile 4X4s  
Trauma dressing  
0 B kit  
E O A

02 mask  
Suction catheters  
Tape  
4X4s  
Bite sticks

Sterile water  
Band aids  
Gloves  
Foil

Rolling  
Oral airways

Ladder rack  
1 BLANKET  
SCOOP STRETCHER

TRANSVERSE

- 4 Hand Tights
- Warning triangle
- Chain saw
- Tool box
- 201b ABC ext.

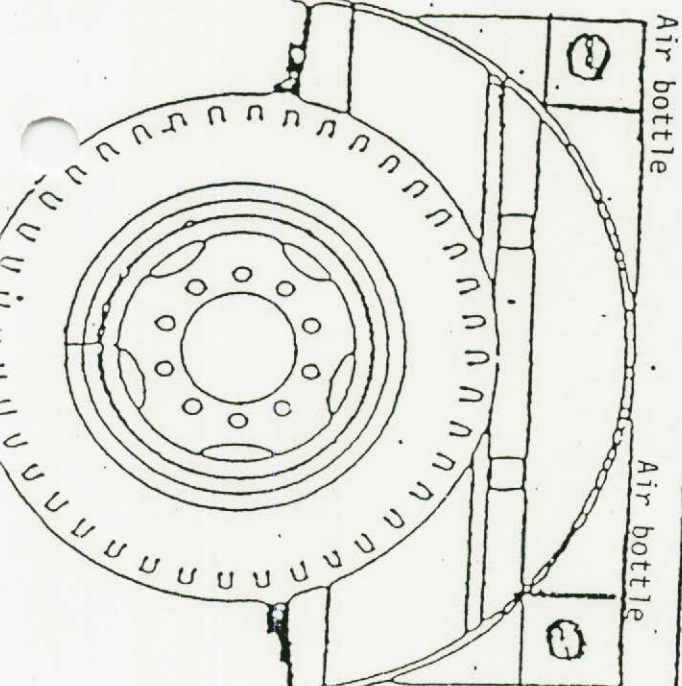
- L2
- K E D
  - Straps (in the box)
  - C-collars
  - Suction
  - O B kit
  - Air splints
  - Adult MAST
  - Pedr MAST
  - Jump kit (SEE ATTACHED)
  - Oxygen
  - Wheel chocks
  - Gloves.
  - Always Box (SEE ATTACHED PHOTOS)

- 2 - Sprinkler wedges
- 3 Hall runners.
  - Salvage cover
  - Plastic
  - Meter cover
  - Duct tape
  - Door opener
  - 3 Slim jims
  - Bailing hook
  - Rubber hammer
  - 2 pound sledge

- 3 - Officers tool
- (sm.) Bolt cutter
  - (lg.) Bolt cutter
  - K tool
  - Come along
  - Halligan tool
  - Pry axe
  - Pick head axe
  - Axe

- L4
- Jaws
  - Ram
  - Ram
  - Power unit
  - 100' Hose
  - 2-30' Hose
  - Gas can

- Hydrant wrench
- 3 Spanner wrenches
- 2 Barway wrenches
- NAZLS
- PRIMANE TORCH (LIGHTER)
- 5AN OIL





L-2 COMPARTMENT

SQUAD 1 JUMBOX

2 Rolls 6" Kling  
 2 Rolls 4" Kling  
 2 Rolls 3" Kling  
 2 Rolls 2" Kling  
 Gloves  
 2 Bottles Ipecac.  
 2 Bottles Charcoal  
 Band-Aids  
 D-Sticks  
 Lancets  
 Tourniquets  
 Safety Pins  
 Bitestick (wood)  
 Oral Thermometer  
 Rectal Thermometer  
 Thermometer Covers  
 1 Roll 3" Zonas Tape  
 1 Roll 2" Zonas Tape  
 2 Rolls 1" Zonas Tape  
 1 Roll 1" Hypo-Allergenic Tape  
 3 Rolls 1" Surgical Tape  
 Scratch Sheets  
 4x4's  
 Lubricant  
 Betadine Swabs  
 Alcohol Preps  
 Ammonia Inhalants  
 Regular Scissors  
 Heavy-Duty Scissors

Shears  
 Penlight  
 Glucose  
 B/P Cuff (obese)  
 B/P Cuff (child)  
 B/P Cuff (adult)  
 Stethoscope  
 Ring Cutter  
 Cotton Tip Applicators  
 3 Triangular Bandages  
 1 Roll 3" Bandage  
 1 Roll Waterproof Tape  
 Tongue Depressors  
 Betadine Swabsticks  
 Emesis Bag  
 Non-Adhering Dressings  
 Eyepads  
 Sterile 4x4's  
 1 Roll 6" Ace Wrap  
 1 Roll 4" Ace Wrap  
 1 Roll 3" Ace Wrap  
 1 Bottle Sterile Water  
 1 Bottle Betadine Solution  
 Hotpack  
 Coldpack  
 5x9's  
 2 Pair Surgical Gloves  
 Trauma Dressings  
 Burn Sheet

SQUAD 1 AIRWAY BOX

Adult BVM  
 Child BVM  
 Infant BVM  
 Oral Airways  
 Nasal Airways  
 Bitestick (plastic)

Tongue Depressors  
 Infant O<sup>2</sup> Mask  
 Child O<sup>2</sup> Mask  
 Child Nasal Cannula  
 O<sup>2</sup> Supply Tubing  
 Nasal Cannulas  
 Adult O<sup>2</sup> Mask

CAB

800 RADIO  
 FIRE RADIO  
 PUBLIC WORKS RADIO  
 CHIP BOARD  
 ROAD MAP



EXHIBIT "B"

AGREEMENT, DATED AUGUST 21, 1989, BETWEEN DORIS H. VAUGHN AND CITY  
OF CONYERS.

1989 SEP 19 AM 10:51

JOANNE P. CALDWELL, CLERK  
47784

STATE OF GEORGIA  
COUNTY OF ROCKDALE

This Agreement entered into on this the 21 day of ~~July~~<sup>August</sup>, 1989, between DORIS H. VAUGHN, of County of Rockdale, State of Georgia, of the first part and CITY OF CONYERS, County of Rockdale, State of Georgia, of the second part.

That on the 16th day of December, 1986, party of the first conveyed to party of second part, by warranty deed for a consideration of "Gift" the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 243 of the 10th District of Rockdale County, Georgia, and more particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING begin at the South right-of-way of Flat Shoals Road and the East right-of-way of Georgia Highway 20, being that point where said rights of way intersect; thence South 08° 19' 37" West, 1026.1 feet, along East right-of-way of Georgia Highway 20 to true point of beginning; thence South 87° 47' 39" East, 310 feet to corner; thence South 00° 09' 37" West, 112 feet to corner; thence North 87° 47' 39" West, 310 feet to corner on East right-of-way of Georgia Highway 20; thence North 00° 09' 37" East, 112 feet to corner and point of beginning. Said tract containing 0.80 acres as shown on plat of property of City of Conyers, dated December 10, 1986, prepared by Louie D. Patrick, Registered Land Surveyor No. 1757, attached hereto and incorporated herein by reference for a more particular description.

That included in above described property was a thirty foot sewer easement running the entire length of said property on the North line. That the usable footage of Highway 20 was actually eight-two (82) feet. That said property above described would require considerable site preparation for its intended use, i.e. construction of a fire station.

That party of the first part is negotiating a sale of approximately 25.15 acres lying adjacent to and immediately South of above described property which is to be developed into a shopping center. In order for the developer of proposed shopping center to develop and purchase adjoining property, the above described property must be an integral part of the 25.15 acre complex.

That party of first part is desirous of entering into the agreement with party of second part to exchange the above described property for a more desirable tract which will result in less construction cost and provide as desirable a location, if not better than the above described tract. That said proposal is as follows:

1. That there is presently under consideration by State Department of Transportation to relocate a portion of Georgia Highway 138 by cutting a new road across property owned by party of first part from Georgia Highway 138 to Georgia Highway 20, which will intersect Georgia Highway 20 on its West right of way approximately 500 feet South of above described property. That tract proposed to exchange by party of first part would front on said new road 80 feet with a depth of 175 feet. Exact location cannot be specified until road is surveyed and platted. Said property would become a part of the City of Conyers prior to conveyance.

2. Should for any reason new road not be constructed as set forth in paragraph 1 above, then party of the first part would relocate property of party of first part on a tract 80 feet fronting on Georgia Highway 20 with a depth of 175 feet and said location would be fronting West right of way of Georgia Highway 20 approximately 500 feet South of present location of party of second part's property. Said property would become part of city limits of Conyers prior to transfer.

3. That party of second part shall convey to party of first part by Warranty Deed that property hereinabove described which was conveyed to City of Conyers on December 16, 1986. That party of first part will within two (2) years, or sooner, upon new road being constructed or right of way secured, whichever first occurs, convey to party of second part property as set forth in paragraph 1 above or if new road is not constructed convey property as set forth in paragraph 2 above.



That the consideration moving this agreement is the mutual benefit flowing to both parties as hereinabove set out.

That upon the execution of this agreement by both parties this agreement shall be in full force and effect and party of the second part shall immediately execute by Warranty Deed the property hereinabove described.

IN WITNESS WHEREOF, the said parties have hereunto signed and sealed this agreement the day and year above written.

Doris H. Vaughn  
Doris H. Vaughn  
Party of First Part

Signed, sealed and delivered in the presence of as to signature of party of first part:

Patricia M. Moon  
Rosemary Spivey  
Notary Public

Notary Public, Rockdale County, Georgia  
My Commission Expires June 13, 1991



CITY OF CONYERS

By Charles C. Walker  
Charles C. Walker, Mayor

By Bill Rogers  
Bill Rogers, Councilman

By Bill V. Spivey  
Bill V. Spivey, Councilman

By Dan Hill  
Dan Hill, Councilman

By Rick Ramsey  
Rick Ramsey, Councilman

By Susanne Fincher  
Susanne Fincher, Councilwoman

By Martin Jones  
Martin Jones, Councilman

Party of Second Part

Signed, sealed and delivered in the presence of as to party of the second part, City of Conyers:

Martin J. Hasser  
Lee Buggay  
Notary Public



C.R. Vaughn

GEORGIA, ROCKDALE COUNTY  
OFFICE OF CLERK OF SUPERIOR COURT  
THE DEED BOOK AND PAGE OF THE  
RECORD AND THE DATE OF THE  
RECORDING OF THE WITHIN  
INSTRUMENT IS SHOWN HEREON.

James B. Caldwell,  
Clerk



EXHIBIT "C"

ALL VEHICLES ASSIGNED TO OR USED BY CITY IN CONNECTION WITH THE  
OPERATION OF ITS FIRE DEPARTMENT.



CONYERS FIRE DEPARTMENT AUTOMOTIVE APPARATUS LISTING

YEAR	CHASSIS	BODY	TYPE	SERIAL NUMBER
1983	HENDRICKSON	EMERGENCY ONE	PUMPER	50320
1968	FORD F-750	PETER PIRSCH	PUMPER	F75FUB26754
1969 <sup>89</sup>	G M C	EMERGENCY ONE	RESCUE	1GDM7D161KV501447
1976	CHEVROLET C-30	POWERS	HAZMAT	CCS336A166513
1981	CHEVROLET	MALIBU	CAR	1T19LAD46165
1982	CHEVROLET	IMPALA	CAR	2G1AL69L6C1238819

EXHIBIT "D"

LISTING OF PERSONNEL (INCLUDING RANK) OF FIRE DEPARTMENT OF CITY  
SUBJECT TO TRANSFER PURSUANT TO THIS AGREEMENT.

*Copy*  
*Over*

<u>NAME</u>	<u>RANK</u>	<u>HRS/SICK LEAVE</u>	<u>ANNUAL/ <del>HOLIDAY</del> LEAVE</u>	<u>ANNUAL BASE SALARY</u>	<u>*PENSION</u>
Jerry L. Norton	Chief	960	34 Hours	\$35,869.	
Monty S. Hill	Fire Marshall	240	80 Hours	\$25,677.	
Robert A. Cooley	Captain	960	96 Hours	\$29,725.	
Dewey W. Collins	Captain	960	85 Hours	\$29,725.	
Edwin B. White	Captain	960	146 Hours	\$29,725.	
Clyde L. Williams	Captain	762	126 Hours	\$29,725.	
Michael E. Lee	Lieutenant	960	240 Hours	\$23,290.	
Joel T. Yoder	Lieutenant	960	20 Hours	\$24,455.	
Joseph A. Abbott	Lieutenant	960	16 Hours	\$26,961.	
Willie F. Everson	Lieutenant	960	32 Hours	\$26,961.	
J. David Rhodes	Firefighter	408	136 Hours	\$20,119.	
Timothy S. Martin	Firefighter	104	5 Hours	\$17,380.	
Marcus D. Hill	Firefighter	248	32 Hours	\$19,161.	
Tommy E. Martin	Firefighter	224	104 Hours	\$18,249.	
Keith L. White	Firefighter	796	38 Hours	\$21,125.	
Gary M. Blackerby	Firefighter	34	0 Hours	\$20,119.	
Tom Hudgens	Firefighter	744	20 Hours	\$23,290.	
Rodney L. Johnson	Firefighter	259	24 Hours	\$19,161.	
James E. Trainor	Firefighter	255	24 Hours	\$19,161.	
Jerry L. Capes	Firefighter	246	13 Hours	\$18,249.	
Hugh C. Cook	Firefighter	30	5 Hours	\$18,249.	

No pension benefits transferred. The above City fire personnel were given the option to elect to either remain vested in the City's retirement plan or to receive a lump sum benefit.





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Emergency Medical Services

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

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

2. In developing 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:      Funding Method:

Rockdale 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:

Emergency Medical Service  
Delivery Agreement

Rockdale County and  
The City of Conyers

1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot  
City Manager

William E. Sands  
Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR EMERGENCY MEDICAL SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County provides emergency medical services to all citizens and visitors within both the incorporated and unincorporated areas of Rockdale County. Medical services are provided through the Rockdale County Fire Department "First Responder Program" with emergency transport provided through working relationships with National EMS and Georgia Baptist Life Flight and MedServ helicopter services. The City of Conyers does not offer Emergency Medical Services.

We the undersigned agree that the Emergency Medical Services Delivery Strategy put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: E911

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

2. In developing 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:	Funding Method:
Rockdale County	General Fund, 911 fees
City of Conyers	General Fund, 911 fees

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:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
E911 Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR ENHANCED 911 SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The City of Conyers has maintained an E911 Center as a part of its police department for the purpose of serving the citizens and businesses within its corporate limits. This enhances the ability of the City to respond to requests for service within its service area in the most timely manner. Rockdale County provides E911 services for the Sheriff's Department and the Fire Department.

Each entity's department provides this service to its respective constituents and have done so in the past, without conflict, while rendering mutual aid when necessary.

We the undersigned agree that the E911 Service Delivery Strategies put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Coroner

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

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

2. In developing 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:      Funding Method:

<u>Rockdale County</u>	<u>General Fund</u>

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:
Services Delivery Strategy for County Coroner	Rockdale County and	1999 - Current
	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

---

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR COUNTY CORONER  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County provides the service of a county coroner to both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer this service.

We, the undersigned agree that the County Coroner Service Delivery Strategy put in place has proven to be an effective and efficient method of service delivery for each entity, and see no apparent duplication of service, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

**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: Rockdale Service: Conyers Security Alert

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

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

2. In developing 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: Funding Method:

City of Conyers	General Fund, user fees

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:
Conyers Security Alert	Rockdale County and	1999 - Current
Service Delivery Strategy	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR CONYERS SECURITY ALERT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The City of Conyers owns and operates a residential and commercial alarm service. The City installs and maintains alarm systems for residential and commercial establishments in Conyers and Rockdale County. These alarms are monitored directly at the City of Conyers Police Department's 911 Center, the only 911 center in the United States UL certified as a central monitoring station.

This service is provided as an enhancement of public safety services in Conyers and Rockdale County. Because alarms are monitored directly within the Conyers Police Department's 911 center, as opposed to being monitored by a third party monitoring station, the City is able to offer immediate dispatch of police, fire and EMS services in Conyers and Rockdale County.

This service is provided solely by the City of Conyers, and pursuant to O.C.G.A. \_\_\_\_\_, other governments, including Rockdale County, are prohibited from initiating this service.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is the City of Conyers, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Public Works

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:
Public Works Service	Rockdale County and	1999 - Current
Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR PUBLIC WORKS  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers this service through the Rockdale County Department of Planning and Engineering Services. This Department oversees road design, construction and maintenance, sidewalk design, construction and maintenance, storm water management, signage, vehicle maintenance, and other related services. These services are performed within the unincorporated areas of Rockdale County.

The City of Conyers offers similar services through the City of Conyers Department of Planning and City Services. These services are performed inside the corporate limits of Conyers.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services.

We the undersigned agree that the public works procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Planning & Development

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund
City of Conyers	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:
Planning and Development	Rockdale County and	1999 - Current
Service Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR PLANNING AND DEVELOPMENT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers this service through the Rockdale County Department of Planning and Engineering Services, issuing building permits and performing all required inspections according to the Rockdale County Development Regulations and State Codes. These services are performed within the unincorporated areas of Rockdale County.

The City of Conyers offers the same type of services through the City of Conyers Department of Planning and City Services, issuing building permits and performing all required inspections according to City of Conyers Development Regulations and State Codes. These services are performed inside the corporate limits of Conyers.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services.

We the undersigned agree that the planning and development procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Municipal Court

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

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

City of Conyers	General Fund, fines, bond forfeitures, user fees

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:

Municipal Court Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

City Charter (attached)

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR MUNICIPAL COURT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The delivery of Municipal Court Services is not a consideration for possible duplication of services in that Rockdale County does not have a Municipal Court System. Actions which the Municipal Court is not empowered to handle are forwarded to the appropriate court: Rockdale County Probate Court, Rockdale County State Court or Rockdale County Superior Court.

We, the undersigned agree that the Municipal Court System provided for in the City of Conyers Charter, has proven to be an efficient and effective system for delivery of court services within the City's jurisdiction with regard to its designated powers and see no apparent duplication of services nor prospect for consolidation of services. this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: County Court Services

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

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

2. In developing 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).

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:

<u>Rockdale County</u>	<u>General Fund, Fines, User Fees, Bond Forfeitures</u>

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:
Service Delivery Strategy for County Court Services	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR COUNTY COURT SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County provides all services related to the operation and function of the Rockdale Judicial Circuit including the Rockdale County Superior Court, Rockdale County State Court, Rockdale County Magistrate Court, and Rockdale County Probate Court. These courts and their related support services are provided for the benefit of all persons who reside in both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does provide for a Municipal Court which is the subject of another service delivery strategy.

We the undersigned agree that the court services delivery procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation. this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Water and Sewer

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

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

Rockdale County	User fees, impact fees, bonded indebtedness, enterprise funds, SPLOST 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:
See appendix A, B, C, D, E & F	Rockdale County	1996 - Current
Water and Wastewater	City of Conyers	1999 - Current
Service Delivery Strategy		
Agreement.		

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

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR WATER AND SEWER  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

On November 12, 1996, the City of Conyers and Rockdale County entered into an agreement for the transfer and acquisition of assets of the Water and Sewer System. This Agreement provided for the sale of the City's water and sewer system to Rockdale County. Assets of the System are the property of the Rockdale County Water and Sewer Authority; however, the Authority leases the assets and contracts with the County for the operation of the System.

Issues regarding equalization of rates were addressed shortly after the sale of the System to the Rockdale County when the County adopted a resolution in February, 1997. This resolution implemented new water and wastewater rates and equalized rates among all users of the system.

Since the System has no facilities to produce potable water for distribution to its customers, Rockdale County entered into a Regional Water and Sewer Agreement and Contract to Purchase Water in December, 1997 with Gwinnett County. This contract will serve allow the Rockdale County to serve the needs of its customers until such time as a water treatment plant is constructed at the Rockdale County Big Haynes Creek Reservoir on Black Shoals Lake.

The following agreements relating to this service delivery strategy are attached hereto and incorporated herein by this reference:

- Appendix A: Agreement for Transfer and Acquisition of Assets of the Water and Sewer System – adopted November 12, 1996.
- Appendix B: Resolution of the Rockdale County Board of Commissioners approving and authorizing, among other things, the execution, delivery and performance of an easement contract with the Rockdale County Water and Sewerage Authority – adopted November 25, 1996.
- Appendix C: Resolution regarding fees for service – adopted February 11, 1997.
- Appendix D: Resolution regarding fees for service – adopted December 8, 1998.
- Appendix E: Regional Water and Sewer Agreement – adopted December 17, 1999.
- Appendix F: Contract and Agreement – adopted December 17, 1997.

We the undersigned agree that the Water and Sewer Service Delivery Strategy put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

Attest:

Attest:

\_\_\_\_\_  
County Seal

\_\_\_\_\_  
City Seal



COPY

0-1996-29

See  
Bond Closing Book  
Vol 1- Tab 3  
for Exhibits -  
including irrigation  
system "F"

STATE OF GEORGIA )  
                          )  
COUNTY OF ROCKDALE )

AGREEMENT FOR  
TRANSFER AND ACQUISITION  
OF ASSETS OF  
THE WATER AND SEWER SYSTEM

THIS AGREEMENT (this "Agreement") made and entered into as of the 13 day of November, 1996, by and between the CITY OF CONYERS, GEORGIA (hereinafter referred to as the "City"), a municipality chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council, and ROCKDALE COUNTY, GEORGIA (hereinafter referred to as the "County"), acting by and through its Board of Commissioners as provided by law.

W I T N E S S E T H:

WHEREAS, the City and the County desire to continue to provide leadership in promoting cooperation between local governments and in implementing regional approaches to providing services to their citizens in the most cost effective manner available; and

WHEREAS, the City owns, operates and maintains the Water and Sewer System for the citizens of the City and the County; and

WHEREAS, the County is presently in the process of constructing a water reservoir for the benefit of the residents of the County and the City with the ultimate intent of providing a facility for the future treatment, storage and distribution of potable water; and

WHEREAS, the City and the County desire to eliminate future duplications of operations and to consolidate assets with regard to treatment, storage and distribution of water and collection, treatment and disposal of sewage; and

WHEREAS, the City and the County desire to provide for accountability of revenues and expenses related to the Water and Sewer System; and

WHEREAS, the City and the County recognize that rate equalization is a contemplated goal for citizens of the City and the County; and

WHEREAS, the City and the County desire to provide a unified approach for the protection of the Big Haynes Creek Basin and Watershed in order to maintain water quality and availability in the Big Haynes Reservoir Project; and

WHEREAS, the City desires to provide that the employees of the Department of Water and Environmental Services of the City are employed by the County; and

WHEREAS, the City is empowered and authorized by O.C.G.A. §36-37-7, et seq. to transfer, assign and convey the Water and Sewer System to the County; and

WHEREAS, under the Georgia Constitution and the laws of the State of Georgia, the County and City are authorized and permitted to contract with one another for the purpose of achieving the sale and distribution of water to ensure an adequate supply of water for the citizens of Rockdale County and the City of Conyers in the future; and

WHEREAS, the City and the County desire to enter into an agreement each with the other as authorized by the Georgia Constitution to provide for the transfer, assignment and conveyance of the Water and Sewer System; and

WHEREAS, the City and County desire to enter into an agreement each with the other as authorized by the Georgia Constitution to provide for the future water and sewer needs of the citizens of the City and the County;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and promises as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the County and the City, each acting by and through its duly authorized officers, pursuant to resolutions or ordinances duly adopted and properly passed, do hereby agree, covenant and contract as follows:

## ARTICLE I DEFINITIONS AND EXHIBITS

### 1.0 Definitions and Exhibits.

1.1 Definitions. In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement shall have the meaning ascribed thereto by this Article I and shall be applicable to both the singular and the plural form of the terms defined:



1.1.1 "Agreement" shall mean this agreement as it may from time to time be amended in the future by one or more written amendments or modifications.

1.1.2 "Assets" shall mean all legal, beneficial and other rights, title and interest in and to all of the assets, business, operations, properties, privileges, claims and contracts of every kind and description (real, personal and mixed, tangible and intangible) wherever located, including without limitation, the Water and Environmental Protection System Enterprise Fund, improvements, fixtures, furniture, equipment, inventory, materials, supplies, intellectual property contracts, contract rights, books, records and files maintained by the City in the normal course of business in whatever format and accounts relating to the Water and Sewer System. The parties acknowledge that certain Assets, subject to the terms of Section 2.2 hereof and expressly defined therein, shall not be conveyed, transferred, assigned and delivered to the County on the Closing Date.

1.1.3 "Assumed Liabilities" shall mean all of the liabilities of the City with respect to the Water and Sewer System as set forth on Exhibit "A".

1.1.4 "Authority" shall mean the Rockdale County Water and Sewerage Authority, a body corporate and politic, created under the laws of the State of Georgia (Senate Bill 472, at 153).

1.1.5 "Board of Commissioners" shall mean the Board of Commissioners of the County.

1.1.6 "Bonds" shall mean all of the outstanding water and sewerage revenue bonds of the City as set forth on Exhibit "B".

1.1.7 "Chairman of the Board of Commissioners" shall mean the Chairman of the Board of Commissioners of the County.

1.1.8 "City" shall mean the City of Conyers, Georgia.

1.1.9 "City Council" shall mean and refer to the City Council of the City of Conyers.

1.1.10 "Closing Date" shall have the meaning set forth in Article X, Section 10.2 hereof.

1.1.11 "County" shall mean Rockdale County, Georgia, its successors and assigns.

1.1.12 "Defeasance Amount" shall mean that least amount which, together with the earnings thereon, will be sufficient to defease any and all of the Indebtedness and all of the Bonds which require defeasance in accordance with the terms of said



Indebtedness and the terms of said Bonds as a result of the transaction evidenced by this Agreement, without adversely affecting the tax-exempt status of the interest thereon.

1.1.13 "*Disclosure Schedule*" shall mean a schedule evidencing exceptions to certain representations made by the City as required by the terms of this Agreement which shall be delivered by the City to the County within ten (10) days of the execution of this Agreement and which shall be supplemented by the City and delivered to the County on the first day of each month following the date of the execution of this Agreement through the Closing Date. The exceptions contained on the Disclosure Schedule shall reflect information contained on the financial statements of the City as of June 30, 1996, and shall be supported by related balance sheets and supporting exhibits listing, when appropriate, the asset, the acquisition date, a description, and the cost of acquisition all in accordance with GAAP.

1.1.14 "*EPA*" shall mean the United States Environmental Protection Agency.

1.1.15 "*EPD*" shall mean the Environmental Protection Division of the Georgia Department of Natural Resources.

1.1.16 "*Excluded Assets*" shall have the meaning set forth in Article II, Section 2.2 hereof.

1.1.17 "*Franchise Agreement*" shall mean that certain Franchise Agreement dated August 1, 1967, by and between the County and the City and the duly authorized amendments thereto.

1.1.18 "*GAAP*" shall mean Generally Accepted Accounting Principals.

1.1.19 "*GEFA*" shall mean the Georgia Environmental Facilities Authority.

1.1.20 "*GIHP Site*" shall mean the site for the Georgia International Horse Park and the equestrian events of the 1996 Centennial Olympic Games, as more particularly described in Exhibit "C" attached hereto and made a part hereof by this reference, including any and all facilities located (or to be located) thereon.

1.1.21 "*Golf Course*" Golf Course means Cherokee Run, the Arnold Palmer design golf course located at the GIHP site.

1.1.22 "*Indebtedness*" shall mean any and all of the outstanding indebtedness of the Water and Sewer System, except for the Bonds, properly incurred by the City in accordance with the terms of the Franchise Agreement, as amended, and the terms of the

Settlement Agreement as set forth on Exhibit "D" which is to be assumed by the County or defeased as of the Closing Date.

1.1.23 "*Irrigation System*" shall mean the irrigation system which serves the GIHP Site and any and all replacements and extensions thereof and substitutions therefor.

1.1.24 "*Lease Agreement*" shall mean that certain Lease Agreement dated as of August 1, 1967, by and between the County and the City for the lease of certain water and sewerage facilities located in various areas of the County.

1.1.25 "*Mayor*" shall mean the Mayor of the City of Conyers.

1.1.26 "*O.C.G.A.*" shall mean the Official Code of Georgia Annotated.

1.1.27 "*Open Meetings Act*" shall mean O.C.G.A. §§ 50-14-1 through 50-14-6.

1.1.28 "*Open Records Act*" shall mean O.C.G.A. §§ 50-18-70 through 50-18-76.

1.1.29 "*Operating Costs*" shall mean the sum of all expenses attributable to the operation and maintenance of the Water and Sewer System.

1.1.30 "*Termination and Release Agreement*" shall mean the agreement to be entered into on the Closing Date by and between the City and the County terminating and releasing the Franchise Agreement, the lease agreement dated May 24, 1983, the ground lease agreement dated May 11, 1993, the Lease Agreement defined in Section 1.1.23 of this Agreement and the Settlement Agreement substantially in the form of the Termination and Release Agreement attached hereto as Exhibit "E" and described in Article VII hereof.

1.1.31 "*Settlement Agreement*" shall mean that certain Settlement Agreement dated May 23, 1989, by and between the City and the County.

1.1.32 "*Water and Sewer System*" shall mean all Assets acquired with funds of the Water and Environmental Protection Enterprise Fund and related or predecessor funds or acquired by any other means including but not limited to impact fees, tap on fees and developer fees, for the benefit of the Water and Sewer System, and said Assets were owned, operated and maintained by the City as of the Closing Date, including, without limitation, all of the City's legal, beneficial and other rights, title and interest in and to all of the assets, business, operations, properties, privileges, claims and contracts of every kind and description



(real, personal and mixed, tangible and intangible) wherever located, including without limitation, the Water Environmental Protection System Enterprise Fund, all leases, leasehold rights (inclusive of those rights in which title is held in a third party), improvements, fixtures, furniture, equipment, inventory, materials, supplies, contracts, contract rights and accounts relating to the Water and Sewer System with the exception of the Excluded Assets as defined herein. The Assets to be acquired by the County are listed on Exhibit "F"; provided, however, that the Water and Sewer System shall not include the Excluded Assets.

1.1.33 "Water Environmental Protection System Enterprise Fund" shall mean the self-supporting fund designated to account for activities supported by user charges with regard to the Water and Sewer System.

1.2 Exhibits. The exhibits identified in this Agreement and attached hereto are incorporated herein by reference and made a part hereof as though same were fully set forth within the text of this Agreement.

## ARTICLE II SUBJECT MATTER OF AND CONSIDERATION FOR SALE

### 2.0 Subject Matter of and Consideration for Sale.

2.1 Assets to be Transferred. Upon the terms and subject to all of the conditions herein set forth, the City shall, on the Closing Date, sell, assign and convey to the County, and the County hereby shall purchase from the City, as of midnight on the Closing Date, all of its right, title and interest in and to the Water and Sewer System and all Assets of said system, inclusive of but not limited to all books, records and files of the City relating to the Water and Sewer System.

Recognizing the inherent difficulty of listing completely each and every one of the Assets of the Water and Sewer System, Assets which are discovered following the Closing Date which are not identified as Excluded Assets in Exhibit "G" shall be transferred by the City to the County within ten (10) business days of discovery utilizing such documentation for the transfer as is consistent with the terms of this Agreement regarding the transfer of Assets.

The County shall have the right to the possession of the City's current offices, utilized for the operation of the Water and Sewer System located at Scott Street, S.E., Conyers, Georgia, (the "Offices"). The City shall have the right to terminate the County's possession and control of the Offices if the County ceases using the Offices in connection with the operation of the Water and Sewer System or upon the expiration of one (1) year from



the Closing Date or upon such terms as the parties hereto may mutually agree. During the term of the County's tenancy, the City shall be responsible for the maintenance and upkeep of the physical structures and shall maintain general liability insurance and owner's insurance on the Offices. For so long as the County's tenancy continues, the County shall pay no rent for the right to utilize, possess and control the Offices but the County shall be responsible for the cost of any utilities incurred with respect to the County's use and occupation of the Offices and shall be responsible for occupancy insurance regarding the contents and approaches.

The County shall also have the right to the possession and use of the Vaughn Street property, currently utilized by the City for Water and Sewer System operations. The County's use of said property shall be limited to the County's operation of the Water and Sewer System and shall continue from the Date of Closing until such time as the County ceases to use said property for the purpose stated. As of the date of the execution of this Agreement the County intends to utilize said property for a period of 24 months from the Date of Closing, however the parties acknowledge that the present intention of the County in such regard shall not effect the right of the County to use the property for the time period as stated heretofore.

**2.2 Excluded Assets.** The assets and properties constituting the Water and Sewer System to be conveyed, transferred, assigned and delivered on the Closing Date shall exclude specifically the following assets and properties:

2.2.1 The GIHP Site as defined by Section 1.1.20 and all leases and leasehold interest related to the GIHP Site as identified in Exhibit "C";

2.2.2 All other assets related to the Water and Sewer System which are identified on Exhibit "G" hereto.

Sections 2.2.1 and 2.2.2 are hereinafter referred to as the "Excluded Assets".

**2.3 Liabilities to be Assumed.** On the Closing Date, subject to the terms and conditions set forth in this Agreement, the County hereby assumes and agrees to pay, perform and discharge in accordance with their terms (subject to valid defenses or offsets against the obligee to whom such liabilities, payments and obligations are owed) the following, and only the following, liabilities and obligations, including accounts payable and notes associated with the Water and Sewer System, including, among other such liabilities, any indebtedness or bonds which are not defeased, accrued payroll taxes payable which shall be recorded on the unaudited balance sheet of the City prepared by the City in accordance with Generally Accepted Accounting Principles (GAAP) as of the Closing Date, all of which liabilities and obligations are



hereinafter referred to as the "Assumed Liabilities". The Assumed Liabilities shall be disclosed or referred to by the City on Exhibit "A". The County shall have the benefit of and shall satisfy in accordance with their terms all of the Assumed Liabilities; provided, however, that the County shall not assume, pay, perform or discharge liabilities and obligations of the City with respect to the GIHP Site with the exception of those certain liabilities and obligations which are specifically identified within the express terms of this Agreement. Liabilities which are not disclosed or referenced by the City on Exhibit "A" shall not be assumed or become the responsibility of the County.

2.4 **Purchase Price and Payment.** The total purchase price to be paid by the County to the City or on behalf of the City for the Water and Sewer System shall be the sum of (a) the Defeasance Amount and (b) Twelve Million Dollars (\$12,000,000). The Defeasance Amount shall be tendered at Closing by the County to an escrow agent for payment/defeasance of the Bonds and any other Indebtedness and Twelve Million Dollars (\$12,000,000) shall be paid by the County at Closing directly to the City in cash.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE CITY

3.0 **Representations and Warranties.** The City represents and warrants to the County that, with respect to the City and the Water and Sewer System and the Water Environmental Protection System Enterprise Fund, as follows:

3.1 **Status.** The City is a municipal corporation, duly and legally created and existing and had and has good, right and lawful authority under the Georgia Constitution and laws of the State of Georgia to execute and deliver this Agreement and to perform its duties and obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

3.2 **Mayor and City Council Members.** The Mayor and the members of the City Council were at the time of the execution of this Agreement duly elected to their respective office.

3.3 **No Conflict.** The execution, delivery and performance of this Agreement or the transactions contemplated hereby will not conflict with or constitute a breach of or default under (a) any existing law, statute, rule, administrative regulation, court decree or resolution of any court or governmental authority to which the City is subject; (b) any note, loan agreement, indenture, agreement or other instrument or contract to which the City is a party or may otherwise be subject; or (c) any judgment, decree, order, franchise, license or permit applicable to the City.

3.4 **Litigation.** No litigation, actions, suits, claims or other proceedings are pending or threatened in any court or other



tribunal of competent jurisdiction, state or federal, and there is no administrative, arbitration or other proceeding, claim, or action of any nature or investigation pending or to the knowledge of the City threatened against or involving the City, or any of its assets or properties, which in any way (a) restrains or would restrain or enjoins or would enjoin the issuance, sale or delivery of this Agreement or restrains or would restrain or enjoin or would enjoin any action taken or to be taken by the City pursuant to this Agreement or the transactions contemplated hereby; (b) question or affect the validity or enforceability of this Agreement; (c) question or affect (i) the existence of the City or the title to office of the Mayor or members of the City Council, or (ii) the power or authority of the City to own and operate the Water and Sewer System except as set forth in Section 3.4 of the Disclosure Schedule. The City, or any of its assets or properties, is not subject to any judgment, order, injunction, governmental order, stipulation, award or decree which has had a material adverse effect or which is expected to have a material adverse effect on the City's ability to conduct its business relative to the operation and ownership of the Water and Sewer System as currently conducted except as set forth in Section 3.4 of the Disclosure Schedule.

3.5 **Permits, Consents, and Other Operating Rights.** All permits, consents, permissions, approvals or licenses and authorization orders of any court or governmental or regulatory bodies that are required to have been obtained as of the date hereof and as of the Closing Date by the City in connection with the adoption, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby have been duly obtained and remain in full force and effect. A full and complete listing of all said permits, consents, permissions, approvals or licenses and authorization orders, inclusive of any penalties issued, pending or threatened shall be set forth by the City in Exhibit "H" with complete information as to each regarding issue date, expiration date and a copy of the document referenced.

Except as set forth in the Disclosure Schedule, the City does not require the consent of any third person to permit the operation of the Water and Sewer System in the manner in which it is presently being conducted. The City possesses all material permits and other authorizations from third persons, including without limitation, federal, state and local governmental authorities, presently required by applicable provisions of law, necessary to permit it to operate its business in the manner in which it is presently being conducted.

3.6 **Titles to Properties.** As of June 30, 1996, except as set forth in Section 3.6 of the Disclosure Schedule, the City owns in fee simple the real property, which will constitute the main operating facilities of the Water and Sewer System, and further



owns in fee simple or by sufficient easement the real property upon, across or under which constitute the distribution lines, manholes, pump stations and the like of the Water and Sewer System. The City has good record title to the real property described above with only such exceptions of record as do not limit the fee or easement interests indicated and do not and will not materially interfere with the operation of the Water and Sewer System.

3.7 **Approvals.** The City has heretofore taken all necessary or appropriate actions to authorize, approve and adopt this Agreement and this Agreement has been duly executed and delivered by the City.

3.8 **Salaries.** Exhibit "I" sets forth a list of the names, job titles and current salary rates of all persons who are employed in the Department of Water and Environmental Services of the City and the sick leave, annual leave and accrued pension benefits of all such persons.

3.9 **Financial Statements.** Annexed hereto as Exhibit "J" are the audited balance sheets as of June 30, 1996 and the audited statements of income and retained earnings as of June 30, 1996 and the unaudited balance sheets as of September 30, 1996 and the unaudited statements of income and retained earnings as of September 30, 1996 of the Water and Sewer System. Balance sheets shall be supplemented by exhibits which shall reflect the individual asset or liability of the Water and Sewer System and the exhibits shall include a description of the asset or liability, the acquisition cost of the asset, the date of acquisition of the asset or the date of the incurring of the liability, and the exhibits shall include the following: (i) regarding assets the following categories: cash, both restricted and unrestricted; investments; accounts receivable; inventory; other current assets; customer deposits and fixed assets; (ii) regarding liabilities the following categories: accounts payable; compensated absences; customer deposits; long-term liabilities and other liabilities. All of such financial statements are in accordance with the books and records of the City. All of such balance sheets and the notes thereto are complete and correct and fairly present the assets, liabilities and financial condition of the Water and Sewer System as of the respective dates thereof and are complete and correct and fairly represent the results of the operations for the periods therein referred to all in accordance with GAAP consistently applied.

3.10 **Contracts and Commitments.** All of the contracts, commitments, plans, agreements, warranties, service contracts and licenses (written or oral) to which the City is party as a result of its operation of the Water and Sewer System, which are in effect as of the Closing Date to which the County shall be obligated are set forth on Exhibit "K".



3.11 **Plant and Equipment.** The plant, structures and equipment of the City (owned or leased) in conjunction with the operation of the Water and Sewer System are in all material respects in good condition and repair (reasonable wear and tear excepted) and adequate for the conduct of the business as presently conducted. The City has not received any notification of, nor does it have any knowledge that it is in violation of any zoning regulation or ordinance or any anti-pollution, environmental, health or other law, ordinance or regulation in respect to its plants or structures or operations except as set forth in Section 3.11 of the Disclosure Schedule. Except as set forth in Section 3.11 of the Disclosure Schedule to the knowledge of the City and its authorized representatives, no such violation exists, and all related material permits, licenses and other authorizations under such laws have been obtained and are in effect and complied with.

3.12 **Leases.** Exhibit "L" sets forth an accurate and complete list of all leases pursuant to which the City leases any real property and any personal property in connection with the operation of the Water and Sewer System. Except as set forth in Section 3.12 of the Disclosure Schedule, all such leases are valid, binding and enforceable in accordance with their terms, and are in full force and effect; there are no existing material defaults by the City and no material event of default has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute such a default thereunder except as set forth in the Disclosure Schedule, all lessors under such leases have consented, where such consent is necessary, to the consummation of the transactions contemplated by this Agreement. To the knowledge of the City, all leased property and improvements, real and personal, are free of any material defects.

3.13 **Bank Accounts.** The names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the City maintains accounts in connection with the ownership and operation of the Water and Sewer System are set forth on Exhibit "M". As of June 30, 1996, the City held cash and cash equivalents aggregating not less than \$5,823,812.00 in the form and amounts set forth next to the name of each financial institution listed on Exhibit "M".

3.14 **Inventory.** Each item of inventory of the City, owned in connection with the ownership and operation of the Water and Sewer System, whether or not reflected in the balance sheet, (i) is owned by the City free and clear of any liens or encumbrances, and (ii) is in good condition and repair (reasonable wear and tear excepted) in all respects except as set forth in Section 3.14 of the Disclosure Schedule. Each item of inventory is listed and identified in Exhibit "F".



3.15 **Compliance with Law.** The City, to the best of the knowledge of the City and its agents, is in material compliance with all laws, regulations and orders applicable to the Water and Sewer System, its properties and assets. Except as set forth in Section 3.15 of the Disclosure Schedule, the City has not received, during the time period of January 1, 1990 to the present and through the Closing Date, any notification that it is in violation of any such laws, regulations or orders. No notice or action alleging such violation is pending or threatened and no past or present condition or practice of the business conducted by the City would prevent continued compliance with applicable permits or give rise to any common law or statutory liability or otherwise form the basis of any claim, action or proceeding with respect to the City.

3.16 **Insurance.** Exhibit "N" hereto sets forth a complete and correct list of all insurance policies currently in effect, which are owned or held by the City, insuring the products, properties, assets, business and operations of the City and its potential liabilities to third-parties and all general liability policies maintained by the City relating to the Water and Sewer System. All such policies are in full force and effect, and all premiums due and payable in respect thereof have been paid. Since the respective dates of such policies, no notice or cancellation or non-renewal with respect to any such policy has been received by the City. Exhibit "N" sets forth a list of all pending claims and the status as of the date of this Agreement of all deductibles with respect to all such policies. Exhibit "N" hereto lists all loss runs, as of the date of this Agreement, with respect to such policies.

3.17 **Environmental Matters.** Except as set forth in Section 3.17 of the Disclosure Schedule, the City, to the knowledge of the City without inquiry, is not in any material violation of any federal or state environmental laws applicable to the Water and Sewer System or any material limitations, restrictions, conditions, standards, obligations or time tables contained in any environmental law or in any regulation, code, plan, order, decree, notice or demand letter issued, entered or approved thereunder. Except as set forth in Section 3.17 of the Disclosure Schedule, no notice or action alleging such violation is pending or threatened and, to the knowledge of the City, except as set forth in Section 3.17 of the Disclosure Schedule, no notice or action alleging such violation is pending or threatened.

In conjunction with the operation of the Water and Sewer System, except as set forth in Section 3.17 of the Disclosure Schedule, there has been no notice or a claim by any person or authority alleging potential liability (including, without limitation, potential liability for investigatory costs, clear up costs, governmental response costs, natural resources damages, property damages, personal injuries or penalties) arising out of,



based on or resulting from (a) the presence, or release into the environment, of any chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products with respect to which liability or requirements of conduct are imposed (collectively, "Materials of Environmental Concern") at any location or (b) any violation, or alleged violation, of any existing or applicable laws of federal, state and local authorities concerning pollution or protection of the environment, public health and safety or employee health and safety, including laws of federal, state and local authorities, relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern into ambient air, surface water, ground water or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Materials of Environmental Concern (collectively, "Environmental Health and Safety Laws") (an "Environmental Claim") of which the City has received written notice or, to the knowledge of the City, threatened or recently filed against the City or against any person whose liability for any Environmental Claim the City has retained or assumed either contractually or by operation of law or against any real or personal property or operations with the City owns, leases or operates.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF THE COUNTY

4.0 Representations and Warranties. The County represents and warrants to the City as follows:

4.1 Status. The County is a political subdivision of the State of Georgia, duly organized and validly existing under the Georgia Constitution and laws of the State of Georgia to execute and deliver this Agreement and to perform its duties and obligations under this Agreement.

4.2 Board of Commissioners. The County is governed by a Board of Commissioners who have been duly elected in accordance with the Georgia Constitution and laws of the State of Georgia.

4.3 No Conflict. The execution, delivery and performance of this Agreement or the transactions contemplated hereby will not conflict with or constitute a breach of or default under (a) any existing law, statute, rule, administrative regulation, court decree or resolution of any court or governmental authority to which the County is subject; (b) any note, loan agreement, indenture, agreement or other instrument or contract to which the County is a party or may otherwise be subject; or (c) any judgment, decree, order, franchise, license or permit applicable to the County.



4.4 **Litigation.** No litigation, actions, suits, claims or other proceedings are pending or threatened in any court or other tribunal of competent jurisdiction, state or federal, and there is no administrative, arbitration or other proceeding, claim, or action of any nature or investigation pending or to the knowledge of the County threatened against or involving the County, or any of its assets or properties, which in any way (a) restrains or would restrain or enjoins or would enjoin the issuance, sale or delivery of this Agreement or restrains or would restrain or enjoin or would enjoin any action taken or to be taken by the County pursuant to this Agreement or the transactions contemplated hereby; (b) question or affect the validity or enforceability of this Agreement; (c) question or affect the existence of the County or the title to members of the Board of Commissioners.

4.5 **Permits, Consents, Etc.** All permits, consents, permissions, approvals or licenses and authorization orders of any court or governmental or regulatory bodies that are required to have been obtained as of the date hereof by the County in connection with the adoption, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby have been duly obtained and remain in full force and effect.

4.6 **Approvals.** The Board of Commissioners of the County has heretofore taken all necessary or appropriate actions to authorize, approve and adopt this Agreement and the execution, delivery and performance of the obligations of the County hereunder and this Agreement has been duly executed and delivered by the County.

#### ARTICLE V COVENANTS AND AGREEMENTS OF THE CITY

5.0 The City covenants and agrees that:

5.1 **Access to Information.** From and after the date hereof and until the Closing Date, the City will (i) give to the County and the County's authorized representatives reasonable access during normal business hours to its offices, books and records, financial information, insurance policies, loss runs, insurance brokers, tax returns, contracts, commitments, officers, managers, supervisors, facilities, personnel and accountants; (ii) to furnish and make available to the County and its authorized representatives all such documents and copies of documents and all such additional financial and operating data and other information pertaining to the affairs of the City in relation to its operation of the Water and Sewer System as the County and its authorized representatives may reasonably request; and, (iii) to give the County permission to visit the City's operating locations; provided however, that the activities of the County and its representatives shall be conducted



in such a manner so as not to interfere unreasonably with the operation of the business of the City. The City agrees to provide the access and information described in a timely manner sufficient to permit the County to conduct and complete Due Diligence as ,D in Section 8.6 hereof.

5.2 **Conduct of Business.** The City has as of June 30, 1996, and shall continue to operate and maintain the Water and Sewer System through the Closing Date in the ordinary and usual course of business and make no material change in any of its policies or dispose, transfer or encumber any asset without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

Except as and to the extent set forth in Section 5.2 of the Disclosure Schedule, since June 30, 1996, and through the Closing Date, the City, by and through the operation of the Water and Sewer System has not and shall not:

(a) Suffered any material adverse change in its condition (financial or otherwise), assets, liabilities, reserves, business operations;

(b) Granted any general increase in the compensation or benefits of employees or any increase in the compensation or benefits payable or to become payable to any employee (including, in each case, any such increase pursuant to any current or newly adopted bonus, pension, severance or other plan, arrangement, agreement or commitment);

(c) Made any change in any method of accounting or accounting practice;

(d) Made any capital expenditures or commitments or entered into any capital leases or transferred from one fund to another fund assets in excess of \$20,000. in the aggregate for additions to property, plant or equipment;

(e) Entered into any transaction, contract or commitment other than in the ordinary course of business and other than as contemplated hereby or described in this Agreement or in its attachments;

(f) Experienced any loss of employees, suppliers, or customers materially adversely affecting the business condition, operations or assets; or

(g) Agreed whether in writing or otherwise to take any action described in this Section 5.2.



5.3 **No Acquisition or Disposal of Property.** The City will not purchase, sell, lease or dispose of, or enter into any contract, for the purchase, sale, lease or other disposition of any of the properties and assets of the Water and Sewer System including but not limited to the Water Environmental Protection System Enterprise Fund, other than the Excluded Assets, except in the ordinary course of business subject to the provisions of the budget adopted by the City for fiscal year July 1, 1995 through June 30, 1996 and fiscal year July 1, 1996 through June 30, 1997 or otherwise with the approval of the County. Any expenditure, sale, lease or contracting of services which represents a commitment expenditure or sale in excess of \$20,000 shall be approved by the County prior to said transactional event.

5.4 **No General Increase.** As of June 30, 1996 the City has not nor shall the City during the pendency of this Agreement, decrease water or sewer rates nor shall the City increase or decrease salaries or compensation, directly or indirectly, to any of its employees, officers or agents without the prior written consent of the County, which consent shall not be unreasonably withheld.

5.5 **Indebtedness.** As of June 30, 1996, the City shall not incur any liabilities or create any indebtedness with regard to the Water and Sewer System other than the liabilities or indebtedness incurred or created subject to the budget adopted by the City for the Water and Sewer System for the fiscal year 1995/1996 and for the fiscal year 1996/1997, or as approved in writing by the County, which consent shall not be unreasonably withheld.

5.6 **Capital Improvements.** The City shall continue construction of improvements in progress as of June 30, 1996, and for which contracts have been executed prior to June 30, 1996. Said improvement projects and contracts set forth in Exhibit "O" and shall continue such construction in a diligent manner until the Closing Date. Capital Improvement projects which have not been contracted for as of June 30, 1996, as evidenced by contracts executed by the City and the contracting party, shall not be executed and entered into without the approval of the County, which consent shall not be unreasonably withheld.

5.7 **Spray Application of Reclaimed Water and the Irrigation System.**

5.7.1 **Spray Application of Reclaimed Water.** After the Closing Date, the City shall allow the County at no cost to the County to utilize portions of the GIHP site for the purpose of spray application of reclaimed water which meets the requirements of EPD for urban reuse and to the extent that such use meets the requirements of EPA and EPD with regard thereto, pursuant to a Non-Exclusive Easement including reasonable rights of ingress and



gress as are necessary to allow the County to utilize portions of the GIHP site for spray application of reclaimed water which meets the requirements of EPD for urban reuse. ( Nothing contained herein shall be construed as granting the County a blanket easement over the GIHP site or as requiring the City to convey to the County a fee simple interest in any part of the GIHP site.) If at any time, from and after the Closing Date, the County determines, at the County's sole discretion, that the easement provided herein is no longer essential to the operation, management and ownership of the Water and Sewer System, the County shall execute any and all documents necessary to quitclaim said easement rights to the City.

5.7.2. **The Irrigation System.** From and after the Closing Date until such time as the County notifies the City in writing that it intends to utilize the Irrigation System for the purpose of spray application of reclaimed water as contemplated by this Agreement, the City shall repair and maintain the Irrigation System as is necessary to irrigate the GIHP Site as the City may determine in its sole discretion and further shall be responsible for all utility costs associated with the system inclusive of the pump station. At such time as the County notifies the City in writing that it intends to utilize the Irrigation System for the purpose of spray application of reclaimed water as contemplated by this Agreement, the County shall rehabilitate, repair and maintain the Irrigation System as is necessary to irrigate the GIHP Site for the Water and Sewer System and shall be responsible for all utility costs associated with the system inclusive of the pump station.

5.7.3. **The Irrigation System Located Within the Golf Course.** The County shall not be required to maintain any part of the Irrigation System located in the Golf Course.

5.7.4. **Withdrawal from the Yellow River.** For so long as the City repairs and maintains the Irrigation System, the City shall have the right to withdraw water from the Yellow River in sufficient quantities as the City may determine in its sole discretion to meet the City's needs with regard to irrigation of the GIHP Site at no cost to the City. The City's right regarding withdrawal shall be subject to the terms and conditions of the withdrawal permit and the County's ownership of said permit.

5.8 **Technical Assistance.** During the six month period following the Closing Date, the City, shall make available to the County certain employees of the City involved in the City's operation of the Water and Sewer System prior to the Closing Date who do not become employees of the County pursuant to the terms of this Agreement, upon reasonable notice and during normal business hours for the purpose of providing advice to and assistance, when necessary in the discretion of the County, regarding transitional or business matters relating to the Water and Sewer System. In consideration of the consulting and technical assistance rendered



hereunder by the City the City shall receive consulting fees of \$\_\_\_ per diem for each day or half day, as the case may be, the County retains the City's services.

5.9 Pension Benefits of Personnel. The City shall assure that all accrued pension benefits for the City personnel commencing employment with the County hereunder shall ~~vest immediately~~, thus entitling each employee transferred, upon his or her own election to such rights and privileges as are provided in the pension system maintained by the City. The City herewith acknowledges and warrants that the employees identified in Exhibit "I" attached hereto and made a part hereof by this reference represent the entire present personnel of the Department of Water and Environmental Services of the City which are subject to employment with the County hereunder and that the job positions enumerated in Exhibit "I" as to each employee and the benefits as to accrued sick leave, annual leave and salary are identified. The City acknowledges that any employee benefit not identified in Exhibit "I" shall remain the responsibility of the City after the execution of this Agreement. Upon the Closing Date, pension benefits of the employees ceasing employment with the City and commencing employment with the County shall be governed by Section 6.3 hereof.

*can  
this to be  
corrected*

5.10 Further Assistance. The City, at any time and from time to time after the Closing Date, upon reasonable request from the County, will do or cause to be done all such further things as the County may reasonably request to perfect the transfer of the Water and Sewer System and the transfer of the City's obligation to operate and maintain the Water and Sewer System hereunder, at no cost to the County.

5.11 Compliance with O.C.G.A. § 36-37-7 et seq. The City shall comply with the provisions of O.C.G.A. § 36-37-7 et seq. regarding the sale or disposition of the Water and Sewer System.

5.12 Tax Reporting and Withholding. With respect to all tax reporting to the IRS and the State of Georgia and any withholding applicable thereto, the City shall be responsible for such tax reporting and withholding for all periods ending prior to the Closing Date. The County shall be responsible for such tax reporting and withholding for all periods commencing on or after the Closing Date.

ARTICLE VI  
COVENANTS AND AGREEMENTS OF THE COUNTY

6.0 The County covenants and agrees that:

6.1 Capital Improvements. The County shall complete or cause to be completed construction of improvements to the Water and



Sewer System under contract as of June 30, 1996 and as set forth in Exhibit "K" in a timely and diligent manner subject to the terms of said contracts.

6.2 **Transferred Personnel.** Upon the Closing Date, the County shall employ those personnel of the City and previously assigned to the City Department of Water and Environmental Services who are identified as personnel transferred hereunder upon Exhibit "I". Subject to the rules and regulations of the County personnel system each such employee shall (a) be placed into a County salary grade which most closely matches the City salary grade such employee occupied immediately prior to the Closing Date; (b) receive equivalent credit with the County for unused and accrued sick time and annual leave existing with the City immediately prior to Closing; and (c) receive equivalent credit with the County for all seniority earned with the City and existing immediately prior to the Closing Date.

6.3 **Pension Benefits of Transferred Personnel.** As of the date the City personnel transferred hereunder commence employment with the County, pension benefits for such personnel shall be in accordance with the Rockdale County Pension Plan. The County herewith acknowledges and warrants that the employees identified in Exhibit "I" attached hereto and made a part hereof by this reference represents the entire present personnel of the Department of Water and Environmental Services of the City which are subject to transfer and that the job positions enumerated in Exhibit "I" as to each employee and the benefits as to accrued sick leave, annual leave and salary are identified.

6.4 **The Authority.** The County shall enter into an intergovernmental agreement with the City providing that two (2) members of the Authority shall be residents of the City and that the Mayor and City Council shall have the right to appoint such representatives.

6.5 **Rates.** From and after the Closing Date, the County will not cause a differential in water and sewer rates to be established based solely on the fact that a residential customer is a resident of the City or the County.

ARTICLE VII  
FRANCHISE AGREEMENT, LEASE AGREEMENT  
GROUND LEASE AND SETTLEMENT AGREEMENT

7.0 On or after the Closing Date, the Franchise Agreement, the lease agreement dated May 24, 1983, the ground lease agreement dated May 11, 1993, the Lease Agreement and the Settlement Agreement shall be null and void and of no further force and effect. The City and the County on the Closing Date of this



Agreement shall execute a termination and release of the Franchise Agreement, the Lease Agreement and the Settlement Agreement substantially in the form of the Termination and Release Agreement hereto as Exhibit "E" and incorporated herein by this reference (the "Termination and Release Agreement").

ARTICLE VIII  
CONDITIONS PRECEDENT TO THE OBLIGATION  
OF THE COUNTY TO CLOSE

8.0 The obligations of the County to acquire the Water and Sewer System and to assume the Assumed Liabilities are subject to the satisfaction at or prior to the Closing Date of the following conditions:

8.1 **Representations and Warranties.** All representations and warranties of the City made in this Agreement are true and accurate in all respects, on and as of the Closing Date, with the same force and effect as if those such representations and warranties had been made and given as of the Closing Date. Except for any representation of warranty limited by its terms to a specific date (which representation and warranty shall be correct in all material respects on the date so specified).

8.2 **Covenants.** The City shall have performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3 **No Action.** No action, suit, proceeding or investigation shall have been instituted or pending before any court or governmental agency to restrain or prohibit the carrying out of this Agreement or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or in connection with any material claim against the City not disclosed in this Agreement or by the exhibits hereto which, if successful, would materially affect the right of the County to acquire, maintain and operate the Water and Sewer System.

8.4 **Consents, Licenses and Permits.** The City shall have made all filings required to be made with any local, state or federal governmental agency and obtained all authorizations, consents, licenses and permits necessary for the performance by it or its obligations under this Agreement and all statutory waiting periods in respect thereof shall have expired.

8.5 **Due Authorization.** The execution, delivery and performance of this Agreement and the consummation of the



transactions contemplated hereby shall have been duly authorized by all necessary action of the Mayor and the City Council.

8.6 Due Diligence. Upon receipt from the City of all Exhibits identified in Sections 2.1, 2.2.1, 2.2.2 and 2.3 and Article III of this Agreement and upon receipt from the City of all Disclosure Schedules identified in this Agreement, the County shall have a period of forty five days, from the date of receipt of all of the foregoing in final and complete form, to conduct due diligence regarding the purchase of the Water and Sewer System. The City shall allow the County's employees, consultants, accountants, attorneys and other designated agents the right to inspect and make copies of such records as the County may reasonably request. The obligation of the County to acquire the Water and Sewer System pursuant to the terms of this Agreement shall be subject to the County's reasonable satisfaction, at the sole discretion of the Board of Commissioners, regarding the following: (a) that the representations and warranties made by the City in connection herewith are materially correct and not misleading and that such representations and warranties do not have a material adverse effect upon the operation and maintenance of the Water and Sewer System; (b) that the disclosures made by the City as enumerated on the Disclosure Schedule do not have a material adverse effect upon the operation and maintenance of the Water and Sewer System; and (c) that the County is not advised of any matter which would have a material adverse financial or operational effect on the Water Sewer System based upon the due diligence performed by the County's employees, consultants, accountants, attorneys and other designated agents from the date of execution of this Agreement to November 15, 1996.

In the event the Board of Commissioners determines as a result of the aforementioned due diligence not to close, the County may, at its sole option, elect not to close; however, said election shall be preceded with notice to the City of the matters upon which the County has elected not to close and an opportunity consisting of ten (10) business days in which the City will be allowed to cure said matters subject to final review and approval by the Board of Commissioners, at the sole discretion of the Board of Commissioners.

The parties further acknowledge that as of the date of the execution of this Agreement, the referenced Exhibits are not available and consequently, the County's obligation pursuant to the terms of this Agreement shall be subject to satisfaction and approval of said Exhibits by the Board of Commissioners.



ARTICLE IX  
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE CITY TO CLOSE

9.0 The obligations of the City to sell, assign and convey the Water and Sewer System and the Assumed Liabilities are subject to the satisfaction at or prior to the Closing Date of the following conditions:

9.1 **Representations and Warranties.** All representations and warranties of the County made in this Agreement shall be true on and as of the Closing Date, with the same effect as if those such representations had been made or given as of the Closing Date.

9.2 **Covenants.** The County shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

9.3 **No Action.** No action, suit, proceeding or investigation shall have been instituted or pending before any court or governmental agency to restrain or prohibit the carrying out of this Agreement or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or in connection with any material claim against the City not disclosed in this Agreement or by the exhibits hereto which, if successful, would materially affect the right of the County to acquire, maintain and operate the Water and Sewer System.

9.4 **Consents, Licenses and Permits.** The County shall have obtained all consents, licenses and permits necessary for the performance by it of its obligations under this Agreement.

9.5 **Termination and Release Agreement.** The County shall have caused the Termination and Release Agreement to be executed, sealed and delivered to the City on its behalf.

9.6 **Intergovernmental Agreement for Appointment of Members to the Authority.** The County shall have caused the Intergovernmental Agreement to be executed, sealed and delivered to the City on its behalf.

9.7 **Due Authorization.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly authorized by all necessary action of the Board of Commissioners.

ARTICLE X  
CLOSING

10.0 Closing.

10.1 Closing. The Closing of the purchase and sale of the Water and Sewer System and the assumption of the Assumed Liabilities contemplated by this Agreement (the "Closing") shall be deemed to occur upon the satisfaction of all of the conditions precedent to the obligations of the parties to close as set forth in Articles VIII and IX hereof and upon delivery by the parties of all the items to be delivered by them pursuant to Sections 10.3 and 10.4 of this Article X.

10.2 Location, Time and Date. The Closing shall take place in the Conference Room of the Board of Commissioners, Room 101, Rockdale County Courthouse, at 12:00 o'clock noon on or before December 2, 1996, or at such other time as may be mutually agreed upon by the parties hereto, however in the event all financial and legal documentation is not complete as of December 2, the Closing date shall be automatically extended to December 30, 1996 (the "Closing Date").

10.3 Items to be Delivered by the City. At the Closing, the City will deliver or cause to be delivered to the County the following as set forth on Exhibit "P".

10.4 Items to be Delivered by the County. At the Closing, the County will deliver or cause to be delivered to the City the following as set forth on Exhibit "Q".

ARTICLE XI  
MODIFICATION, WAIVERS AND TERMINATION

11.0 Modification. The parties hereto may, by mutual consent, amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time.

11.1 Waivers. The County, by and an instrument in writing, may extend the time for or waive the performance of any of the obligations of the City or waive compliance by either of them with any of the covenants or conditions of the City contained herein, and the City, by an instrument in writing, may extend the time for or waive the performance of any of the obligations of the County or waive compliance by the County with any of the covenants or conditions of the County contained herein.

11.2 Termination. This Agreement may be terminated, and the transactions contemplated hereby abandoned, prior to the Closing Date as follows:



11.2.1 by the County and the City by mutual written consent at any time;

11.2.2 by the County by giving written notice to the City at any time (i) in the event the results of the due diligence provided herein shall not have been satisfactory to the County; (ii) in the event the City has breached any of its representations, warranties, covenants or agreements contained in this Agreement in any material respect, the County has notified the City of the breach and the breach has continued without cure for a period of ten (10) days after the notice of breach;

11.2.3 by the City or by the County at any time prior to the Closing Date if the closing shall violate any order, decree or judgment of any court or any authority having competent jurisdiction.

## ARTICLE XII MISCELLANEOUS

### 12.0 Miscellaneous.

12.1 Notices. Any notices to be sent under this Agreement shall be in writing and hand delivered, sent by facsimile transmission or sent by certified or registered United States Mail, return receipt requested and shall be deemed given upon receipt if delivered by hand or sent by facsimile transmission in three business days following deposit in the United States Mail system if mailed to the following address or such other addresses as may be designated in writing.

12.1.1 to the City: City of Conyers  
1184 Scott Street  
Conyers, Georgia 30207  
Attn: Charles C. Walker, Mayor  
C. Roland Vaughn III,  
City Manager  
Rebecca C. Woolcot, Chief  
Operating Officer

12.1.2 with copy to: Janice Chandler Sharp, Esquire  
Talley & Sharp, P.C.  
883 Commerce Drive, Suite 2B  
P. O. Drawer 457  
Conyers, GA 30207

12.1.3 to the County: Rockdale County, Georgia  
922 Court Street  
Conyers, Georgia 30207  
Attn: Randolph C. Poynter,  
Chairman of the Board  
of Commissioners

12.1.4 with copy to: John Andrew Nix, Esq.  
Maddox, Starnes & Nix  
945 Bank Street  
Conyers, GA 30207

12.2 **Default.** Each party expressly acknowledges and agrees that the obligation of each party hereto to keep, observe and perform its covenants as set forth herein is specifically conditioned upon the other parties keeping, observing and performing its covenants also set forth herein, and the failure of any party to do so shall constitute a default.

12.3 **Force Majeure.** Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

12.4 **Severability.** In the event any provision or portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby and shall remain in full force and effect.

12.5 **Applicable Law.** Both the City and the County shall at all times comply with all applicable local, state and federal laws, regulations and rules applicable to it and to its activities.

12.6 **Governing Law.** The Agreement shall be construed under, and interpreted and enforced in accordance with the laws of the State of Georgia.

12.7 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. The County may assign its respective rights and obligations under this Agreement by delivering to the City a notice of such assignment together with an executed copy of the instrument of the assignment provided that the assignee agrees therein to be bound by the terms



and provisions of this Agreement as fully as if the assignee were a party hereto.

12.8 **Rights Cumulative.** All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

12.9 **Non-Waiver.** No failure of the City or the County to exercise any right or power to it under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the City or the County at variance with the terms and conditions of this Agreement shall constitute a waiver of such party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

12.10 **Continuity.** Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the City and the County and the legal representatives, successors and assigns of the City and the County.

12.11 **Date for Performance.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

12.12 **Time of the Essence.** All time limits stated herein are of the essence of this Agreement.

12.13 **No Agency, Employment, Partnership or Joint Venture.** It is understood and agreed that no agency employment, partnership or joint venture is hereby created by the parties, that no representations may be made by either party which would create a relationship of agency employment or partnership, and that neither party has any authority to act on behalf of the other and create an obligation. The only relationship between the parties shall be that of independent contracts, and neither party shall be responsible for the act or omission of the other or any employee of the other.

12.14 **No Third Party Beneficiaries.** Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

12.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, written or oral.



12.16 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which is deemed an original, but together shall be one and the same instrument.

12.17 **Survival.** All of the respective representations and warranties of the City contained in this Agreement shall survive the consummation of the transactions contemplated herein and expire twelve (12) months from the Date of Closing. The liability of the City in respect to said representations and warranties shall be limited to \$1,000,000.00. Claims asserted by the County shall be effective upon the tender of written notice to the City and if written notice is tendered within the twelve (12) month period specified the \$1,000,000.00 shall be subject to the claim, regardless of when the claim is resolved, arbitrated or litigated.

12.18 **Laws Applicable to Municipalities and Counties.** The City and the County both acknowledge and agree that each is subject to certain laws, rules and regulations applicable to municipalities or counties, as the case may be, and governmental entities, including without limitation, the Open Records Act, the Open Meetings Act and laws, rules and regulations regarding procurement, and that this Agreement and the obligations of the City hereunder are subject to such laws, rules and regulations. Nothing contained herein is intended in any way to indicate that either the County or the City intends not to comply with such laws, rules and regulations.

12.19 **Expenses and Attorney Fees.** Except as otherwise expressly set forth herein, each party shall pay all expenses incurred by it or on its behalf in connection with this Agreement or any transaction contemplated hereby. The City and the County shall bear all expenses incurred by each party respectively in connection with the transaction contemplated by this Agreement. Any legal action or other proceedings brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled.

12.20 **Disclosure Schedule.** The Disclosure Schedule shall be divided into sections corresponding to the sections of this Agreement.

12.21 **Further Assurances.** On and after the Closing Date, the City shall execute and deliver any deeds, bills of sale, assignments or assurances and to take and do in the name and on behalf of the City any other actions and things to best perfect or confirm of record or otherwise in the County any and all right, title and interest in, to and under any of the rights, properties or assets of the City acquired or to be acquired by the County as a result of or in connection with the terms of this Agreement. On



and after the Closing Date, the County shall execute and deliver any deeds, assurances or other documents and take and do in the name and on behalf of the County and other actions and things necessary to carry out the terms of this Agreement.

12.22 The County agrees to fulfill any and all other commitments to the City related to the purchase of the Water and Sewer System. The City agrees to fulfill any and all other commitments to the County related to the sale of the Water and Sewer System.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authorizing resolutions duly passed and recorded in their respective minutes of action, have signed, sealed and delivered this Agreement on the day and year first above written.

ROCKDALE COUNTY, GEORGIA

CITY OF CONYERS, GEORGIA

By: *Randolph W. Poynter* (SEAL)  
Randolph W. Poynter  
Chairman  
Board of Commissioners

By: *Charles C. Walker* (SEAL)  
Charles C. Walker, Mayor

[SEAL]

[SEAL]

ATTEST: *Jean F. Hambrick*  
Clerk

ATTEST: *Dee Buggay*  
Clerk

ctywat.acq\water.v

AGREEMENT FOR TRANSFER AND ACQUISITION  
OF ASSETS OF THE WATER AND SEWER SYSTEM  
CITY OF CONYERS, GEORGIA  
ROCKDALE COUNTY, GEORGIA  
DATED NOVEMBER 12, 1996

EXHIBIT "F"

Assets of the Water and Sewer System  
as Defined by Section 1.1.32 and 1.1.2

- (1) The parties agree following the Closing Date to compute the construction period interest, for the period July 1, 1996 through December 9, 1996 utilizing the methodology performed by the city's auditors to compute construction period interest for the fiscal year ending June 30th 1996. Upon computation of the interest the County shall invoice the City for the amount computed and said amount shall be paid by the City to the County within 30 days of receipt of the invoice.
- (2) Upon submission of a final report to EPD regarding underground storage tank removal and site clean-up at the old Public Works site, more fully described by Item 2 on Exhibit "G" of this Agreement, and acceptance and approval by the EPD, the City shall be obligated to provide an irrigation system to the soccer fields on the north side of Old Covington Highway within 18 months. Such irrigation system will be designed and installed by the City according to plans developed by the City at its sole discretion; provided, however, that such irrigation system will meet the irrigation needs of such soccer fields.



R-1996-57



**RESOLUTION OF THE ROCKDALE COUNTY BOARD OF COMMISSIONERS APPROVING AND AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION, DELIVERY AND PERFORMANCE OF A LEASE CONTRACT WITH THE ROCKDALE COUNTY WATER AND SEWERAGE AUTHORITY**

WHEREAS, the Rockdale Water and Sewerage Authority (the "Authority") was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia (Georgia Laws 1995, p. 3994, et seq., as amended (the "Act")); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) acquire by purchase and hold, maintain, lease and operate a water and sewerage system, (b) issue its revenue bonds for the purpose of paying all or any part of the cost of any one or more "projects" (as defined in the Act) and (c) make and execute contracts, leases and instruments which shall be necessary or convenient with respect to projects that it causes to be acquired or constructed; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Rockdale County, Georgia (the "County") has the power to provide storm water and sewage collection and disposal systems and to provide for the development, storage, treatment, purification, and distribution of water, and pursuant to the Revenue Bond Law (O.C.G.A. Section 36-82-60 et seq., as amended), the County has the power to provide systems, plants, works, instrumentalities, and properties used or useful in connection with the obtaining of a water supply and the conservation, treatment, and disposal of water and used or useful in connection with the collection, treatment, reuse, or disposal of sewage, waste, and storm water; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority and the County propose to acquire the City of Conyers' existing water and sewerage system (except for certain excluded assets) and to make certain improvements thereto (the "1996 Project"); and

WHEREAS, the Authority proposes to finance all or a portion of the costs of the 1996 Project with the proceeds derived from the issuance of its Revenue Bonds, Series 1996 (the "Series 1996 Bonds"); and

WHEREAS, the Series 1996 Bonds will be issued pursuant to a resolution adopted by the Authority on November 12, 1996 (the "Bond Resolution"), as supplemented (the "Supplemental Bond Resolution"); and



**WHEREAS**, the Authority and the County propose to enter into a Lease Contract, dated as of November 1, 1996 (the "Lease"), pursuant to which the Authority will agree to, among other things, issue the Series 1996 Bonds and the County will agree to, among other things, pay to the Authority amounts sufficient to enable the Authority to pay the debt service on the Series 1996 Bonds and to levy an ad valorem property tax on all property in the County subject to such tax in the event that the "Net Revenues" are insufficient to pay debt service on the Series 1996 Bonds; and

**WHEREAS**, the Series 1996 Bonds will be secured by a first lien on the Lease and the "Lease Payments"; and

**NOW, THEREFORE, BE IT RESOLVED** by the Rockdale County Board of Commissioners, as follows:

**Section 1.** After the receipt of the Supplemental Bond Resolution, the execution, delivery and performance of the Lease are hereby authorized. The Chairman of the Rockdale County Board of Commissioners (the "Chairman") is hereby authorized to execute and delivery the Lease on behalf of the County, which Lease shall be in substantially the form presented at this meeting with such minor changes, insertions or omissions as may be approved by the Chairman, and the execution of the Lease by the Chairman as hereby authorized shall be conclusive evidence of any such approval.

**Section 2.** The Rockdale County Board of Commissioners hereby acknowledges that it has received a copy of the Bond Resolution, and hereby approves the terms and provisions thereof.

**Section 3.** From and after the execution and delivery of the Lease, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Lease and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Series 1996 Bonds and the execution, delivery and performance of the Lease.

**Section 4.** All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 1996 Bonds and the execution, delivery and performance of the Lease shall be, and the same hereby are, in all respects, approved and confirmed.

**Section 5.** This resolution shall take effect immediately upon its adoption.

**Section 6.** All resolutions in conflict with this resolution are hereby repealed.



Adopted this 25th day of November, 1996.

ROCKDALE COUNTY BOARD OF  
COMMISSIONERS

By: *Larry W. Ryt*  
Chairman

(SEAL)

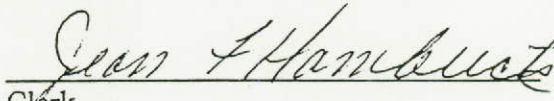
Attest:

*Gene F. Hambrick*  
Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Rockdale County Board of Commissioners (the "Board"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to, among other things, a Lease Contract, dated as of November 1, 1996 (the "Lease"), to be executed by Rockdale County (the "County") and the Rockdale County Water and Sewerage Authority (the "Authority") in connection with the issuance by the Authority of its Revenue Bonds, Series 1996, which resolution was adopted by a majority of the members of the Board in a meeting duly called and assembled on the 25th day of November, 1996, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Lease have been recorded in the minute book of the Board which is in my custody and control.

Witness my hand and seal of the County, this 25th day of November, 1996.

  
Clerk

(SEAL)





R-1998-46

RESOLUTION

WHEREAS, the Board of Commissioners has adopted ordinances to regulate the water and wastewater operation in Rockdale County; and

WHEREAS, these ordinances require the collection of certain fees for services; and

WHEREAS, these ordinances authorize the Board of Commissioners to set these fees;

Now therefore we, the Board of Commissioners of Rockdale County, do hereby resolve that the fees outlined in the attached five pages shall be fees for services regulated by water and wastewater ordinances.

This the 8<sup>th</sup> day of December, 1998.

BOARD OF COMMISSIONERS

Norman Wheeler  
Bud Sasebek  
Arthur A. Vaughn

**Section 1.** Water Rates – that water rates are hereby established for such services for such periods as follows: Rates Effective 01/01/99

<b>Water Base Fee:</b>	<u>Meter Size</u>	<u>(Minimum Bill)</u>
	5/8 Inch	\$ 3.65
	1 Inch	\$ 7.82
	1 1/2 Inch	\$ 15.18
	2 Inch	\$ 23.40
	3 Inch	\$ 48.85
	4 Inch	\$ 83.12
	6 Inch	\$ 172.76
	8 Inch	\$ 251.52
	10 Inch	\$ 414.86

**Water Volume Charge:**

<u>Residential Customers:</u>	<u>Volume</u>	<u>Charge Per 1,000 Gallons</u>
Block 1	0 – 6,000	\$ 3.52
Block 2	7,000 – 12,000	\$ 3.62
Block 3	+ 13,000	\$ 4.47
Non-Residential Customers:	Any Volume	\$ 3.57



**Section 2.** Wastewater Rates – that wastewater rates are hereby established for such services for such periods as follows: Rates Effective 01/01/99

<b>Wastewater Base Fee:</b>	<u>Meter Size</u>	<u>(Minimum Bill)</u>
	5/8 Inch	\$ 3.65
	1 Inch	\$ 7.82
	1 1/2 Inch	\$ 15.18
	2 Inch	\$ 23.40
	3 Inch	\$ 48.85
	4 Inch	\$ 83.12
	6 Inch	\$ 172.76
	8 Inch	\$ 251.52
	10 Inch	\$ 414.86

**Wastewater Volume Charge:**

Residential and Non Residential Customers:	<u>Volume</u> Any Volume	<u>Charge Per 1,000 Gallons</u> \$ 4.10
--------------------------------------------	-----------------------------	--------------------------------------------

Customers with wastewater billing greater than 1 million gallons per month, will have their wastewater billing based on the metered wastewater flow.

**Industrial Monitoring:**

<u>Industrial Class</u>	<u>Fee Per Month</u>	Industrial Level based on business SIC code.
Level 1	\$ 300	
Level 2	\$ 160	
Level 3	\$ 25	

**Industrial Surcharge:**

<u>Allowable Limit</u>	<u>Cost Per Pound</u>
BOD > 250 mg/L	\$ .24
TSS > 250 mg/L	\$ .24
Ammonia > 20 mg/L	\$ .21
Phosphorus > 10 mg/L	\$ 3.19

Computation: Excess Chemical Factor X Liter Factor (8.34) X Consumption (MGD)  
X Per Pound Charge X # of Days

Industrial surcharge includes any direct allocated expenses for any industrial pretreatment program maintained by Rockdale County.

**Section 3.** Other Fees – that other fees are hereby established for such services for such periods as follows: Rates Effective 01/01/99

Reconnection for non-payment	\$ 50.00	
After hours reconnection for non-payment	\$ 65.00	
Tampering (theft of services) first offense	\$ 250.00	
Tampering (theft of services) second offense	\$ 500.00	
Test meter (show accuracy)	\$ 25.00	
Second trip	\$ 10.00	
Failure to apply of service	\$ 25.00 + applicable deposit and water/sewer usage	
Re-read (show accuracy)	\$ 10.00	
Sewage dumping permits	\$ 25.00 each	
Detector checks		
6 Inch Line	\$ 57.59	
8 Inch Line	\$ 83.84	
10 Inch Line	\$ 138.29	
Unmetered Fire Lines		
6 Inch Line	\$ 172.76	
8 Inch Line	\$ 251.52	
10 Inch Line	\$ 414.86	
Return Check	\$ 20.00	
Penalty for late pay	\$ 5.00 or 10% the greater there of assessed 20 days after the bill date and only on the current balance	
Fire hydrant meter deposit	\$ 750.00	
Miscellaneous utility damage	forfeit of deposit and actual cost to repair/replace	
New Service Deposits (renters and high credit risk)	Water Only	Water & Wastewater
5/8 Inch Meter	\$ 50.00	\$ 90.00
1 Inch Meter	\$ 105.00	\$ 230.00
1 1/2 Inch Meter	\$ 215.00	\$ 455.00
2 Inch Meter	\$ 340.00	\$ 730.00
3 Inch Meter	\$ 745.00	\$ 1,595.00
4 Inch Meters	\$ 1,275.00	\$ 2,735.00
6 Inch Meters	\$ 2,660.00	\$ 5,695.00
8 Inch Meters	\$ 3,835.00	\$ 8,200.00
10 Inch Meters	\$ 6,175.00	\$ 13,210.00



**Section 4.** Connection Fees – that connection fees are hereby established for such services for such periods as follows: Rates Effective 01/01/99

**Inspection Fees**

Water – 3 Inch Meters and larger	\$ 300.00
Wastewater – All Taps	\$ 150.00

**Water Meter Installation**

5/8 Inch Meter	\$ 565.00
1 Inch Meter	\$ 725.00
1 1/2 Inch Meter	\$ 1,580.00
2 Inch Meter	\$ 1,650.00
3 Inch Meters and larger	Customer furnishes and installs all materials, per Rockdale County water standards and specifications.

Water Capital Cost Recovery	Meter size	Fees
	5/8"	\$ 900
	1"	\$ 2,250
	1.5"	\$ 4,500
	2"	\$ 7,200
	3"	\$ 15,750
	4"	\$ 27,000
	6"	\$ 56,250
	8"	\$ 81,000
	10"	\$ 130,500

**Wastewater Capital Cost Recovery**

1 Equivalent Residential Unit (ERU) = 400 Gallons Per Day (GPD) = \$ 1,400.00

Type of Installation		Flow in GPD
Apartment	1 & 2 Bedroom	300
	3 & 4 Bedroom	400
	Clubhouse	500
	Laundry Per Machine	400
Auditorium, Convention Center & Assembly Halls	Per Capita Maximum Capacity	10
Bar, Tavern	Per Seat	50
Campground	Per Space	175
Car Wash	Per Bay or Flow Calculation	750
Churches	Per Seat	5
Coin Laundry	Per Machine or Flow Calculation	400
Commercial Laundry	Per Machine or Flow Calculation	640

**Section 4. Cont.** Connection Fees – that connection fees are hereby established for such services for such periods as follows: Rates Effective 01/01/99

**Wastewater Capital Cost Recovery Cont.**

1 Equivalent Residential Unit (ERU) = 400 Gallons Per Day (GPD) = \$ 1,400.00

Type of Installation		Flow in GPD
Country Clubs	Resident Member	100
	Nonresident Member	25
Fast Food	Per Seat	30
Heavy Industrial	Flow Calculation	GPD
Hospital	Per Bed	200
Light Industrial	Per Employee	25
	Per Employee Shower	35
Motel & Hotel	Per Unit w/Restaurant	100
	Per Unit w/o Restaurant	75
Offices	Per 1,000 sf	175
	Or Per Employee	25
Residence	Single Family	400
Restaurant	Per Seat	50
Retail & Shopping Centers	Per 1,000 sf	100
Service Stations	Per Car	10
	Per Employee	25
Trailer Park	Per Unit	300
Theater / Drive-In	Per Seat	5
	Per Car Space	8
Warehouse	Per 1,000 sf	50

Other type of installations would use industry averages for the GPD calculation.



1997-12



RESOLUTION

WHEREAS, the Board of Commissioners has adopted ordinances to regulate the water and wastewater operation in Rockdale County; and

WHEREAS, these ordinances require the collection of certain fees for services; and

WHEREAS, these ordinances authorize the Board of Commissioners to set these fees;

Now therefore we, the Board of Commissioners of Rockdale County, do hereby resolve that the fees outlined in the attached two pages shall be fees for services regulated by water and wastewater ordinances.

This the 11th day of February, 1997.

BOARD OF COMMISSIONERS

*Randy Payne*

*Bud Lesebee*

*Norman Wheeler*

Attest

*Juan F. Hambrick*

## FEES

Reconnection for non-payment	\$50.00
After hour reconnection for non-payment	\$65.00
Tampering (theft of services)	\$150.00 +water usage
Test meter (shows accuracy)	\$25.00
Second trip	\$10.00
Failure to apply for service (meter shows consumption)	\$25.00 + applicable deposit and water/sewer usage
Re-read (shows accuracy)	\$10.00
Sewage dumping permit	\$25.00 each
Fire line/ meter (no usage)	\$13.00 per month
Return check	\$20.00
Penalty for late pay	1 ½ % on accounts 30 days past due
Fire hydrant meter deposit	\$750.00
Miscellaneous utility damage	forfeit of deposit and actual cost to repair/replace

## NEW SERVICE DEPOSITS (Non owners)

3/4 inch meter	\$50.00
1 inch meter	\$100.00
1½ inch meter	\$125.00
2 inch meter	\$150.00
3 inch meter	\$175.00
4 inch and larger meter	\$200.00



TAP FEES

<u>Meter connection size</u>	<u>Tap fee</u>
3/4 inch meter	\$950.00
1 inch meter	\$950.00
1 1/2 inch meter	\$1,000.00
2 inch meter	\$1,500.00

\* 3 inch  
4 inch  
6 inch  
8 inch  
10 inch  
All fire lines

\* \$300.00 plus the customer furnishes and installs all materials, per Rockdale County water standards and specifications.

## REGIONAL WATER AND SEWER AGREEMENT

This REGIONAL WATER AND SEWER AGREEMENT is made and entered into the 17th day of Dec., 1997, by and between ROCKDALE COUNTY, GEORGIA, acting by and through its duly elected Board of Commissioners as provided by law (hereinafter referred to as "ROCKDALE"), and GWINNETT COUNTY, GEORGIA, acting by and through its duly elected Board of Commissioners as provided by law (hereinafter referred to as "GWINNETT").

### WITNESSETH

WHEREAS, the City of Conyers and GWINNETT are parties to certain Agreements entitled "Water Service Agreement" and "Water Source Agreement" dated April 5, 1988; and

WHEREAS, ROCKDALE and the City of Conyers are parties to a certain Agreement entitled "Agreement for Transfer and Acquisition of Assets of the Water and Sewer System" dated November 12, 1996; and

WHEREAS, ROCKDALE is the successor in interest to the City of Conyers, pursuant to the "Agreement for Transfer and Acquisition of Assets of the Water and Sewer System" dated November 12, 1996; and

WHEREAS, ROCKDALE and GWINNETT entered into an Agreement entitled "Amended Water Service and Water Source Agreement" dated November 27, 1996; and

WHEREAS, ROCKDALE and GWINNETT desire to develop water and sewer systems and facilities in cooperation with each other for the betterment of the region and to the benefit of the water and sewer ratepayers in both counties; and

WHEREAS, this Agreement for Regional Cooperation may be entered into by and between ROCKDALE and GWINNETT pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, Official Code of Georgia Annotated 1983.

NOW THEREFORE, in consideration of the premises and the mutual undertakings as herein set forth as mutually agreed by and between ROCKDALE and GWINNETT, each entity by and through their duly authorized officials and governing authorities pursuant to resolutions duly, legally, and properly adopted, as all the same appear of record on the official minutes of each as follows:

#### GENERAL

1. ROCKDALE and GWINNETT agree to cooperate in planning water and wastewater systems and facilities affecting the water resource needs and wastewater system needs of both parties. Subject to the water resource and wastewater needs of each respective party, ROCKDALE and GWINNETT pledge mutual support of each county's independent water and wastewater system and facility and that said support shall not be unreasonably withheld.

2. ROCKDALE and GWINNETT agree that this Agreement will be provided to the Georgia Environmental Protection Division (EPD) for their records in evidence of the following items of agreement.

#### WATER RECLAMATION

3. Effective immediately, ROCKDALE hereby assigns to GWINNETT and conveys, transfers and quitclaims to GWINNETT its wasteload allocation for oxygen demanding constituents associated with the difference in oxygen-demanding wasteload allocation between 6 million gallons per day (mgd) and 4 mgd flows at Rockdale's Quigg Branch Water Reclamation Facility. Said allocations are shown on pages 8 and 9 of NPDES permit number GA0047678 which has an effective date of December 3, 1996.



4. ROCKDALE will support GWINNETT'S efforts to obtain an NPDES permit for a GWINNETT reclaimed water discharge into the rivers, creeks or tributaries which flow into or through ROCKDALE with the exception of those rivers, creeks or tributaries which flow into or through the Big Haynes Creek Watershed. Both counties agree that any new NPDES permitted wasteloads to the Big Haynes Watershed may be the subject of a separate agreement.

#### WATER

5. This Agreement is a companion to the Standard Wholesale Water Agreement executed contemporaneously with this agreement by the parties, a copy of which is attached hereto as Exhibit "A". GWINNETT'S standard outside wholesale water rate shall apply to ROCKDALE and become effective on June 1, 1998.

This Agreement and the Standard Wholesale Water Agreement referenced above shall, effective June 1, 1998, supersede the Water Service and Water Source Agreements between the City of Conyers and GWINNETT dated April 5, 1988 and the Amended Water Service and Water Source Agreement between ROCKDALE and GWINNETT dated November 27, 1996. As of the effective date GWINNETT and ROCKDALE shall have no further obligation in accordance with the terms of said referenced agreements as the parties acknowledge that the obligations of each of the parties shall be fully satisfied and of no further effect as of June 1, 1998.

6. ROCKDALE will purchase at least 70% of its annual treated water demand from GWINNETT until the earlier of a) the time ROCKDALE'S new water treatment plant begins operation, or b) five years from the effective date of this Agreement. As long as ROCKDALE'S total monthly demand of treated water is 7.0 mgd or higher, ROCKDALE will purchase at least 60% of its monthly treated water demand from GWINNETT until the earlier of a) the time ROCKDALE'S new water treatment plant begins operation, or b) five

years from the effective date of this Agreement. At no time shall ROCKDALE'S peak hourly demand from GWINNETT exceed two times its total annual average daily demand.

7. At the time the new ROCKDALE water treatment plant withdraws water from the Big Haynes basin and begins operation, ROCKDALE agrees that its Lake Lanier water allocation and its rights to withdraw water from Lake Lanier, in an amount equal to the EPD-rated capacity of the new Big Haynes water treatment plant, will be automatically transferred, conveyed, assigned to and quitclaimed in favor of GWINNETT without the requirement of further transfer or assignment documentation, unless so requested by GWINNETT.

#### ALTERNATIVE DISPUTE RESOLUTION

8. If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be submitted immediately to and decided by arbitrators. ROCKDALE shall appoint one arbitrator and GWINNETT one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of Gwinnett County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

#### SEVERABILITY

9. If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the



United States, such adjudication shall not affect the validity of any of the remaining provisions hereof, all of which shall remain in full force and effect.

#### WAIVER

10. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

#### FORCE MAJEURE

11. In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and resultant inability on the part of GWINNETT and/or ROCKDALE to honor their obligations hereunder.



ASSIGNMENT

12. GWINNETT may assign its rights under this Agreement to the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY without the consent of ROCKDALE, ROCKDALE may assign its rights under this Agreement to the ROCKDALE COUNTY WATER AND SEWERAGE AUTHORITY without the consent of GWINNETT. This Agreement creates no rights in third parties except as expressly provided by the terms of the Agreement.

PLACE OF EXECUTION

13. Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

MODIFICATION

14. No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto or their assigns, and then such modification, amendment or alteration shall be effective only in the specific instances and for the specific purposes for which given.

COUNTERPARTS

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together, shall constitute

one and the same instrument.

ENTIRE AGREEMENT

16. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereof, are expressly superseded hereby.

IN WITNESS WHEREOF, the duly authorized officials of GWINNETT COUNTY and ROCKDALE COUNTY have respectively caused their names and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the date and year first above written.

GWINNETT COUNTY, GEORGIA

By: F. Wayne Hill  
(F. Wayne Hill, Chairman)

ATTEST:

Brenda Maddy  
Deputy County Clerk

(SEAL)

GWINNETT COUNTY  
WATER AND SEWERAGE AUTHORITY

By: Donald Camp  
Donald Camp, Chairman

ATTEST:

W. Calvin Fitchett  
Secretary

Signatures Continued On Next Page

ROCKDALE COUNTY, GEORGIA

By: *Randolph W. Poynter*  
Randolph W. Poynter, Chairman

ATTEST:

*Jean F. Hambrick*  
Ex Officio Clerk

(SEAL)

Approved as to Form:

*Thaddeus L. West*  
County Attorney for Gwinnett County

Approved as to Form:

*William F. Evans*  
Attorney for Gwinnett Water Sewerage Authority

Approved as to Form:

*[Signature]*  
County Attorney for Rockdale County



GEORGIA, GWINNETT COUNTY:

THIS CONTRACT AND AGREEMENT made and entered into as of the 17<sup>th</sup> day of Dec, 1977, by and between ROCKDALE COUNTY, GEORGIA, a political subdivision duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "ROCKDALE"), and GWINNETT COUNTY, GEORGIA, a political subdivision duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "GWINNETT".)

W I T N E S S E T H:

WHEREAS, ROCKDALE has an existing water system serving its residents; and

WHEREAS, ROCKDALE has been and wishes to continue obtaining a supply of water purchased from GWINNETT; and

WHEREAS, there now exists an urgent need for ROCKDALE to increase the amount of water being supplied to its existing system and for future expansions thereof; and

WHEREAS, GWINNETT now owns and operates a water and sewerage system and has invested, and will continue to invest, a substantial amount of money in expansion and improvement of its water system; and

WHEREAS, GWINNETT is willing, within its ability to provide ROCKDALE with an adequate supply of water for distribution in its system in order to meet ROCKDALE'S present and foreseeable future water requirements; and

WHEREAS, GWINNETT is willing to sell and ROCKDALE desires to purchase from GWINNETT water for distribution through ROCKDALE'S system, as now existent and as hereafter added to, extended and improved, in amounts necessary to meet ROCKDALE'S

present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between ROCKDALE and GWINNETT pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, GWINNETT has heretofore issued its water and sewerage revenue bonds through the Gwinnett Water and Sewerage Authority to finance in part, the cost of its water and sewerage system which it leases from the Gwinnett Water and Sewerage Authority, and the entering into of a water contract with ROCKDALE will not violate the terms, provisions and covenants of its resolutions authorizing the issuance of said bonds or any subsequent issue of revenue bonds; and

WHEREAS, it is recognized and agreed that GWINNETT is experiencing a tremendous growth in population, as well as in commercial and industrial development, and as a result GWINNETT will be required to substantially add to, extend and improve its water and sewerage system over an extended period of time, which will constitute a major undertaking, and such undertaking will entail the expenditure of large sums of money which will be raised primarily by the issuance, from time to time, of water and sewerage revenue bonds.

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between ROCKDALE and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follows:



1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for ten (10) years.

2. GWINNETT'S RESPONSIBILITY TO SELL WATER TO ROCKDALE.

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, GWINNETT agrees to sell and ROCKDALE agrees to purchase a maximum of 16.9 million gallons per day of water from GWINNETT, subject only to GWINNETT's ability to adequately serve all of its Gwinnett County customers. ROCKDALE may connect and take said water from GWINNETT's Water System under the terms and conditions as set forth in this Agreement.

In the event ROCKDALE finds it necessary to purchase additional water on a short-term (less than three months) basis from GWINNETT, and the Director of GWINNETT's Water System determines in the exercise of his discretion that GWINNETT's Water System can supply the additional gallonage requested, said gallonage shall be supplied upon written authorization from the Director of GWINNETT's Water System.

3. ROCKDALE'S SYSTEM

ROCKDALE shall maintain its own storage, distribution and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers. ROCKDALE shall not hereafter serve any customers located beyond the present limits of ROCKDALE, unless GWINNETT and ROCKDALE shall mutually agree in writing that ROCKDALE may serve each such particular customer so located. ROCKDALE consents and agrees that GWINNETT shall have the right, from time to time, to connect to any



of the water mains of ROCKDALE in order to deliver water through such mains to GWINNETT's customers and, if so, GWINNETT shall be required to install proper meters for such purpose but no fees shall be owing to ROCKDALE. It is expressly provided, however, that nothing herein set forth shall preclude GWINNETT at any time from serving any customer now or hereafter located within ROCKDALE'S present limits, as may be mutually agreed upon.

#### 4. METERS

Gwinnett will continue to maintain water meters at the ROCKDALE County line on Mink Livsey and Lenora Church Roads. ROCKDALE may elect to purchase other meters to measure the water delivered by GWINNETT to ROCKDALE at the point or points of delivery or at the ROCKDALE/GWINNETT County lines as mutually agreed upon by GWINNETT and ROCKDALE. Should ROCKDALE make such election, ROCKDALE must purchase the meter or meters directly from GWINNETT, pay all associated meter, permit and impact fees, provide the actual installation of the meter, and bear all costs associated with that meter installation including all costs associated with installing water mains of adequate size to extend to the ROCKDALE County line. GWINNETT shall operate, repair and maintain any such meters subsequent to installation. ROCKDALE shall have the right at all reasonable times to inspect said water meter or meters and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the water delivered. GWINNETT shall have the right to have its representative read said meter or meters daily within such calendar month, if it so desires, and ROCKDALE shall have a representative available in order that said meter or meters may be jointly read. It is expressly provided, however, that GWINNETT and ROCKDALE shall have the right to read said meter or meters at such other time or times within each calendar month

as may be mutually agreeable. Should the representative of ROCKDLAE fail or refuse to appear at the time agreed upon, then GWINNETT's representative may read such meter or meters and the reading so made shall be final, conclusive and binding upon ROCKDALE. In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GWINNETT to ROCKDALE during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and the total use of water by ROCKDALE during such period as determined by the individual retail meters of ROCKDALE less the amount processed by ROCKDALE'S own water system, making proper allowance for water leakage and unmetered water used or otherwise obtained by ROCKDALE. However, in any event, GWINNETT shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction.

5. RATE

ROCKDALE agrees to pay within thirty (30) days of billing by GWINNETT for all water used in accordance with the rates set forth herein. The current rate is \$2.32 per thousand gallons for usage less than or equal to four million gallons per month and \$2.05 per thousand gallons for usage greater than four million gallons per month.

ROCKDALE recognizes and agrees that the rate schedule set forth above is an initial rate schedule subject to change in the future and that GWINNETT has heretofore issued and delivered its revenue bonds in order to acquire and construct its present water and sewerage system and that it will issue and sell its revenue bonds from time to time in the future to finance



the cost of additions, extensions and improvements to the system and that GWINNETT, in its proceedings heretofore adopted and hereafter adopted authorizing issuance of such revenue bonds, has covenanted and will covenant to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain said system on a sound businesslike basis, to pay the principal of the interest on any revenue bonds heretofore or hereafter issued by GWINNETT as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system, and further that said rates must produce revenues to meet the minimum coverage level required by such proceedings and ROCKDALE hereby consents thereto. It is further recognized and agreed by ROCKDALE that GWINNETT may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of GWINNETT and the aforesaid covenant, relative to the adoption, maintenance and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations. GWINNETT, however, covenants to operate and maintain, at all times, its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application consistent with the cost involved in total system operation. It is further recognized and agreed by ROCKDALE, that all obligations herein imposed on GWINNETT shall be performable by it solely from the revenues derived from the operation of the water and sewerage system, as now existent and as hereafter added to, extended and improved.



6. PAYMENT

Should ROCKDALE fail to pay the amount of the bill for any water delivered to ROCKDALE by GWINNETT within the period herein provided, then GWINNETT shall have the right to cease delivering water to ROCKDALE at any time it elects to do so, provided fifteen (15) days' notice of intent to do so is given ROCKDALE and ROCKDALE fails to make payment of all past due amounts, including any penalty, within such fifteen (15) day period.

The obligation of ROCKDALE to pay for water delivered under this agreement shall never be construed to be a debt of ROCKDALE requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. ROCKDALE covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of ROCKDALE under this Agreement.

7. SERVICE FAILURES

GWINNETT agrees to operate GWINNETT's Water System in a reasonable and customary manner; however, interruptions of service may occur in which event GWINNETT will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur, ROCKDALE shall be foreclosed from any action against GWINNETT and shall hold GWINNETT harmless from any costs including attorneys fees incurred from any action by any one or more of ROCKDALE'S customers.

8. FLOW CONTROL DEVICES

GWINNETT shall have the right to install a suitable flow control device to limit the rate

of flow from GWINNETT's Water System. Said device may be installed at GWINNETT's sole discretion if hourly rates of flow to ROCKDALE, in the opinion of the Director of GWINNETT's Water System, are excessive. ROCKDALE agrees to pay within thirty (30) days of billing the cost of acquiring and installing said device.

9. RULES AND REGULATIONS

ROCKDALE agrees to comply with all rules and regulations which GWINNETT has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

10. FORCE MAJEURE

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe



lines, partial or entire failure of water supply and inability on the part of GWINNETT to deliver water hereunder, or ROCKDALE to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. Should GWINNETT's ability to produce water be materially reduced by reason of force majeure, then GWINNETT shall prorate the water available to it between ROCKDALE and GWINNETT's other customers on the basis of their relative consumption during the preceding year and GWINNETT shall not be obligated hereby to deliver to ROCKDALE any water in excess of its share under such proration.

11. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

12. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

13. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

14. ASSIGNMENT

The parties hereto agree that without the consent of ROCKDALE, the written agreement



may be assigned by GWINNETT to the Gwinnett Water and Sewerage Authority; that said assignment must be in writing and executed by GWINNETT and the Gwinnett Water and Sewerage Authority. Upon the execution of this assignment, the Gwinnett Water and Sewerage Authority, by virtue thereof shall assume and be solely responsible to comply with all the terms and conditions set forth herein and agreed upon by the parties hereto. For the purpose of this Agreement, the Gwinnett Water and Sewerage Authority shall be substituted for GWINNETT to ROCKDALE, as same shall be assumed and become the sole liability and responsibility of the Gwinnett Water and Sewerage Authority.

#### 15. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between ROCKDALE and GWINNETT pertaining to the sale and supply of water from GWINNETT's water and sewerage system shall become and shall be null and void and of no force and effect with the exception of that agreement executed contemporaneously with this Agreement by the parties, entitled "Regional Water and Sewer Agreement".

#### 16. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute shall be submitted immediately to and decided by arbitrators. ROCKDALE shall appoint one arbitrator and GWINNETT one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse.

Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of Gwinnett County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

#### 17. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

Signatures On Next Page

ROCKDALE COUNTY, GEORGIA

By: *Randy W. Poynter*  
Randolph W. Poynter, Chairman

ATTEST:

*Jean Hambrick*  
Ex Officio Clerk

(SEAL)

GWINNETT COUNTY, GEORGIA

By: *F. Wayne Hill*  
F. Wayne Hill, Chairman

ATTEST:

*Brenda Maddox*  
Deputy County Clerk

(SEAL)

GWINNETT COUNTY WATER & SEWERAGE  
AUTHORITY

By: *Donald Camp*  
Donald Camp, Chairman

ATTEST:

*W. Calvin Fitchell*  
Secretary

(SEAL)

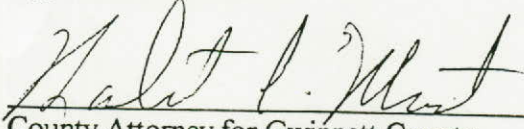
Approved as to Form:

*[Signature]*  
County Attorney for Rockdale County

Signatures Continued On Next Page




Approved as to Form:



County Attorney for Gwinnett County

Approved as to Form:



Attorney for Gwinnett County Water and Sewerage Authority



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Parks and Recreation

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
  - 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:	Funding Method:
Rockdale County	General Fund
City of Conyers	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:
Parks and Recreation Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR PARKS AND RECREATION  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers active recreation and organized recreational programs through the Rockdale County Department of Parks and Recreation. These services are performed within the unincorporated areas of Rockdale County.

The City of Conyers offers passive recreational opportunities and cemetery services through the City of Conyers Department of Planning and City Services. These services are performed inside the corporate limits of Conyers.

Each entity's department provides these services to their respective constituents and have done so in the past, without conflict, while lending assistance to one another in these areas whenever necessary.

This service is operated with no duplication of services and in those cases where two services are provided for the same activity, they are enhanced services.

We the undersigned agree that the parks and recreation procedures put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Tourism

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

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

2. In developing 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:      Funding Method:

City of Conyers	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:
Tourism Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Intergovernmental agreement by and between the City of Conyers and the Conyers Convention and Visitors Bureau

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR TOURISM  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The tourism market was introduced to Conyers and Rockdale County by the City of Conyers in 1991, when the City sought and successfully won the bid to host the 1996 Olympic Equestrian Events. The City's goal was to utilize tourism to enhance the local economy and create an identity for the community. Since that time the City has worked to grow the tourism industry in Conyers and Rockdale County. The following time line depicts the steady development of this industry:

August, 1995	Construction complete for the Olympic equestrian venue located at the Georgia International Horse Park.
October, 1995	Construction complete for the Arnold Palmer designed Cherokee Run Golf Course located at the Georgia International Horse Park.
June, 1996	Construction complete for the Conyers Welcome Center facility located adjacent to Interstate 20 between exit 41 and exit 42.
June, 1996	Construction complete for Keswick Village Apartments located at the Georgia International Horse Park.
January, 1997	The City creates a new department within the City government: The Department of Public Affairs and Tourism.
January, 1997	The City of Conyers commissions an economic revitalization plan for downtown Conyers.
January, 1998	The City of Conyers announces plans for the development of a nature learning center to be located at the Georgia International Horse Park.
.1998	The City of Conyers receives its first grant for the nature learning center.
June, 1998	The City of Conyers and Rockdale County jointly initiate a downtown revitalization construction project utilizing proceeds from a special purpose local options sales tax.
April, 1998	Construction complete for a new clubhouse for Cherokee Run Golf Club located at the Georgia International Horse Park.
May, 1999	Construction complete for Hawthorn Suites Golf Resort located at the Georgia International Horse Park.
March, 1999	The Georgia General Assembly passes legislation, introduced on behalf of the City of Conyers, authorizing the creation of the Conyers Convention and Visitors Bureau Authority, allowing the tourism focus to move beyond the City of Conyers to all of Rockdale County.
April, 1999	The City of Conyers receives \$50,000 from the State of Georgia towards the development of a nature learning center at the Georgia International Horse Park.
June 1999	The City completes the conceptual master plan for the nature learning center at the Georgia International Horse Park.

This service is provided solely by the City of Conyers for the benefit of the entire community. Rockdale County does not provide this service. Additionally, there exists the Conyers Athletics Authority and the Conyers Convention and Visitors Bureau Authority which have been established for the purpose of furthering the tourism initiatives of the City.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is the City of Conyers, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Landfill

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

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

2. In developing 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:      Funding Method:

Rockdale County	General Fund, Landfill Fund
City of Conyers	General Fund, Landfill 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:
Waste Management Agreement	Rockdale County and	1991 - Present
1st Amended Waste Management	The City of Conyers	
Financing Contract		

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant  
Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR LANDFILL OPERATIONS  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The Conyers-Rockdale Landfill Facility is jointly owned by the City of Conyers and Rockdale County pursuant to the following agreements:

- (a) That certain Waste Management Agreement by and between the City of Conyers and Rockdale County dated August 12, 1991 attached hereto and incorporated herein by this reference.
- (b) The First Amendment to the Waste Management Agreement by and between the City of Conyers and Rockdale County dated August 13, 1991 attached hereto and incorporated herein by this reference.
- (c) The contract dated August 1, 1991 by and between the City of Conyers and Rockdale County governing the issuance of \$2,150,000 of City of Conyers Solid Waste Disposal Revenue Bonds, Series 1991 issued by the City of Conyers, Georgia attached hereto and incorporated herein by this reference.

The facility is operated as an enterprise fund and the City of Conyers is responsible for day-to-day administration. The Director of Planning and City Services for the City of Conyers has direct oversight responsibility for the facility and all policy decisions regarding this facility are made jointly by the City of Conyers and Rockdale County.

In 1971, the City of Conyers and Rockdale County purchased 111.82 acres for use as a landfill for City and County residents. At that time there were no state or federal regulations in place governing the operations of the landfill. This landfill site opened in 1972.

Due to public outcry during the 1970's, the Federal Government developed and implemented regulations that would protect the environment and the Resource Conservation and Recovery Act (RCRA) was born. This act empowered the state to develop rules and regulations to govern Municipal Solid Waste (MSW) facilities. In 1980, the State (EPD) required the Conyers-Rockdale MSW Facility to obtain a permit as well as to develop a design and operation plan for the landfill. In 1981, we received our permit from EPD and hired the engineering firm of W.L Jordan to design our D & O Plan.

In the early 1980's, technology, as it related to MSW Facilities, was in its infant stages. One area of development was the installation of groundwater wells at MSW facilities. The purpose of these wells was to monitor for possible contaminants entering the groundwater.

In 1989 the Federal Government amended RCRA, creating more stringent regulations which EPD would have to enforce. An emphasis was placed on groundwater monitoring as well as design guidelines for future landfills addressing such issues as living trenches, collecting leachate, and monitoring methane gas. Due to these changes EPD required the Conyers-Rockdale MSW Facility to install an additional 8 groundwater monitoring wells.

Upon testing of these new wells, it was determined that our site was producing some groundwater contamination, although the extent was unknown. At this point the City and County, in conjunction with the engineering firm of Hodges, Harbin, Newberry & Tribble, developed a Groundwater Assessment Plan. This plan was approved by EPD. The City and County installed 16 new wells in order to more closely monitor the groundwater.

During the time that the new wells were being developed (early 1990's), the landfill was nearing capacity. In an effort to provide the City and County with additional landfill space, while the new MSW Subtitle D site was being permitted, an application was made for a 2 year vertical expansion. The changes allowed for a 5 year expansion but only if there was no groundwater contamination.

On September 1, 1993, the Conyers/Rockdale MSW Facility permanently closed due to the fact that the initial contamination found in the groundwater at the facility made it ineligible for a vertical expansion. The site has been capped in accordance with EPD regulations and will be monitored in accordance with State law.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



STATE OF GEORGIA  
COUNTY OF ROCKDALE

WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 12 day of March, 1991, by and between ROCKDALE COUNTY, GEORGIA, (hereinafter referred to as the "County") acting by and through its Board of Commissioners as provided by law, and the CITY OF CONYERS, GEORGIA, (hereinafter referred to as the "City") acting by and through its Mayor and Council as provided by law.

W I T N E S S E T H:

WHEREAS, the City and County have heretofore operated a sanitary landfill jointly for the mutual convenience, enjoyment and public good of the citizens of the City and County; and

WHEREAS, the City and County are desirous of redefining their legal obligations to one another in respect to the operation of said sanitary landfill; and

WHEREAS, the present needs of the County and the City require expansion of the landfill and significant capital expenditures for the purpose of complying with all applicable State and Federal law and the parties wishing to clarify the contract relationship concerning the operation of the sanitary landfill jointly for purposes of possibly securing financing for the expansion and capital expenditures needed; and

WHEREAS, pursuant to the Constitution of the State of Georgia, Article 9, Section 3, Paragraph 1, the County and City are empowered to enter into agreements providing for services.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits flowing to the City and to the County from the mutual promises herein contained, it is agreed as follows:

1.

The City and County agree to operate jointly, under the terms and conditions stated herein, a sanitary landfill, at the current location and any expansion thereof on contiguous property for the benefit of the citizens of the City and of the County. The term of this Agreement shall be ten years, commencing the 12th day of March, 1991, and ending the 11th day of March, 2001. The parties shall have the option to renew this Agreement by mutual acquiescence on a year to year basis commencing March 12th, 2001. The parties shall within a minimum of 180 days of the termination date of the Contract or any exercised option, designate whether the option shall be exercised through mutual agreement and appropriate confirmation through the governing body of each party.

During the pendency of this Agreement, neither the City nor the County shall operate an independent disposal facility for the final disposition of solid waste as defined in the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20 et.seq.) as amended. In addition, neither the City nor the County shall contract with another governmental entity or private entity regarding the operation or participation in an independent disposal facility for the final disposition of solid waste as defined herein



without the prior written consent of the other party to this Agreement. Nothing contained herein shall interfere with the right of either the City or the County to contract with a third party entity with regard to recyclable items or future programs for the recycling of waste as identified in Paragraph No. 4 of this Agreement.

2.

The City shall be in charge of the day to day operations of the sanitary landfill. The City, as the day to day operator of the landfill, shall be responsible for compliance with the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20 et. seq.) as amended and the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601) as amended.

The City in conjunction with its operation of the landfill on a day to day basis shall maintain records sufficient and adequate to provide the information necessary to fulfill the terms of this Agreement. Said documentation and records shall include but not be limited to (1) the amount of waste collected, processed and disposed of, (2) the progress on the reduction and solid waste generation since the previous reporting period and total cumulative progress made toward meeting the reduction goals established by State law, (3) the remaining permitted capacity of disposal facilities and (4) recycling and composting activities in existence. In the event the City receives prior notice of field inspections which are to be conducted at the landfill by any State



and/or Federal governmental entity, the City shall promptly notify the County of any such field inspections so as to allow the County to have a representative of the County present at such on-site inspection. The City shall notify in a timely fashion the County of any off-site meetings and/or consultations with State or Federal agencies regarding the landfill. The City shall provide in a timely fashion to the County copies of all written reports supplied to the City by any State or Federal agencies upon receipt of said written reports. The City shall contact the office of the Chairman, Rockdale County Board of Commissioners regarding any inspection or report enumerated herein.

3.

The City and the County shall mutually determine the budgetary requirements of the operation of the landfill which shall include day to day operation costs, capital improvements, any and all expenditures dealing with compliance with the Georgia Comprehensive Solid Waste Management Act, any expenditure dealing with recycling and composting or any other recovered material, fee structure as to utilization of the sanitary landfill by commercial and private entities, inclusive of tipping fees and special charges concerning yard waste, plastic bottle and container labeling, lead acid vehicle batteries and tire disposal, and any and all expenditures of funds generated through the operation of the landfill, including but not limited to grants and interest generated from any account created for the operation of the landfill or wherein funds derived from the operation of the landfill are deposited. The

determination of the budgetary requirements defined herein shall be made by a vote by each governing body of each party to this Agreement and must be approved by each governmental entity prior to implementation or expenditure. Those matters subject to approval by both governmental entities, in addition to those matters heretofore enumerated shall include but are not limited to the following:

(a) Proposed updates to the overall master plan for the operation of the landfill;

(b) Proposed changes in rates, fees and license fees relative to commercial haulers and private citizens;

(c) Proposed contracts with private or public concerns regarding the operation and services provided by the operation of the sanitary landfill;

(d) Proposed bond issues if applicable;

(e) Proposed budget for the operation of the sanitary landfill, inclusive of any and all amendments, regardless of amount;

(f) Approval of the local government plan as to comprehensive solid waste management as required by the Georgia Comprehensive Solid Waste Management Act;

(g) Annual local government report inclusive of the cost reporting required by the Comprehensive Solid Waste Management Act to be tendered to the Department of Community Affairs;

(h) All expenditures, fees and income concerning recycling and composting and in addition, any special charges or fees to be



charged regarding yard waste, lead acid vehicle batteries and tire disposal; and

(i) The disbursement of any unbudgeted amount from the funds derived from the operation of the landfill, whether for capital expenditures, cost reimbursements or revenue to the governmental entities which are parties to this Agreement. For purposes of this Paragraph, the term "unbudgeted" shall include any amount not specifically referenced and presented in the budget process identified in sub-paragraph (e) of this Section.

In the event a state of emergency requires an expenditure not provided for in the governing budget identified in subparagraph (e) of this section, the emergency expenditure may be made following consultation and agreement between the appropriate governmental representative of each party. The emergency expenditure shall then be subject to ratification by the appropriate governmental bodies within thirty (30) days of the date of expenditure.

4.

The City and County agree to coordinate to the extent feasible the recycling efforts conducted within the geographic area of each governmental entity. The parties shall coordinate their efforts concerning recycling in a manner most feasible to fulfill the terms and requirements of the Georgia Solid Waste Management Act.

The County acknowledges that the City currently has a recycling program and has a contract with Waste Management, Inc. to pick up recyclable items and take them to recycling entities. Nothing contained in this Agreement shall prevent the City from



performing under its agreement with Waste Management, Inc. or under any future agreement with Waste Management, Inc. or any entity with which the City might contract with regard to recyclable items or continuing to operate its recycling program or future programs for recycling of waste. Nothing contained in this Agreement shall prevent the County from performing or entering into a future agreement with any entity with which the County might contract with regard to recyclable items or future programs for the recycling of waste.

5.

The weight of all vehicles entering the sanitary landfill shall be determined by the City as to the weight upon entry and the weight upon exiting from the landfill. The difference between said weight shall be assumed to be the amount of solid waste or other refuse deposited and disposed of at the landfill. The records to be maintained by the City shall specify the tag number of the vehicle entering the landfill, the time of entry and the weight of solid waste or other refuse deposited. An entry also shall be made indicating whether the solid waste or refuse originated within the geographic limits of the City or within the unincorporated geographic limits of the County. The maintenance of said records and the measurement of the solid waste stream shall be maintained by the City pursuant to the terms and requirements of the Georgia Solid Waste Management Act.

6.

The City and County agree that all commercial hauler and

gatherers of solid waste and refuse shall be charged a fee per ton or per cubic yard. Charges for said haulers and gatherers shall be amended from time to time by the mutual agreement between the parties and evidenced in the rate schedule identified as "Addendum One" attached hereto and made a part hereof.

All private contractors and commercial sanitation firms shall purchase a permit to deposit refuse in the landfill. The permit fee shall be charged on an annual basis and established by the parties to this Agreement. The fees generated from the purchase of said permits shall be maintained in the same account in effect for the operation of the landfill.

7.

The City and County agree that each shall pay a fee per ton for the solid waste and refuse deposited by all vehicles not covered under Article 6 of this Agreement as follows:

The fee shall be established by the parties hereto and subject to amendment through the mutual agreement of the parties and enumerated and reflected in "Addendum One" attached hereto and made a part hereof.

8.

(a) Beginning on the 15th day of April, and continuing on the 15th day of each month thereafter during the term of this Agreement, the City shall receive the percentage (set forth on Agenda 1 and incorporated herein by reference) of the net revenues (as such term is hereinafter defined) for the preceding calendar



month, and the County shall receive the percentage (set forth on Addendum One and incorporated herein by reference) of the net revenues (as such term is hereinafter defined) for the preceding calendar month. Such percentages shall be determined in accordance with the formulas:

$$P = \frac{A}{A+B} \quad \text{and} \quad P1 = \frac{B}{A+B}$$

WHERE:

P = The City's percentage of the net revenues (as such term is hereinafter defined).

P1 = The County's percentage of the net revenues (as such term is hereinafter defined).

A = The City's average monthly tonnage of solid waste which is generated in the City and deposited in the landfill which shall be determined on June 30th of each year during the term of this Agreement for the previous twelve (12) month period.

B = The County's average monthly tonnage of solid waste which is generated in the County and deposited in the landfill which shall be determined on June 30th of each year during the term of this Agreement for the previous twelve (12) month period.

(b) For purposes of this Agreement the term "net revenues" shall mean the gross revenues collected from the operation of the landfill during any one month period less any and all expenses and liabilities previously approved or budgeted as identified in Paragraph No. 3, subparagraphs (e) and (i) of this Agreement for the operation of the landfill for such period computed by using the cash receipts and disbursements method of accounting. In the event



the operation of the facility for the month in questions does not produce a net revenue, the County and City shall be liable for their respective percentage for any deficiency as to the operation.

(c) The City shall follow financial management procedures that provide current, accurate and complete disclosure of all accounting transaction pertaining to the operation of the landfill. Transactions shall be supported by source documentation and the financial results shall be part of the City's Annual Audit.

(d) The City shall submit to the County a Status Report of Revenues and Expenses for the preceding calendar month beginning on the 15th day of April, 1991, and continuing on the 15th day of each month thereafter during the term of this Agreement.

(e) Escrow Account Deposits and Ownership. The City and the County shall establish a joint escrow account to be entitled the "Escrow Account of the City of Conyers and Rockdale County for Acquisition of Capital Outlay Items-Sanitary Landfill" (hereinafter referred to as the "Escrow Account"). The City and the County shall deposit into the Escrow Account a fixed amount (the "Escrow Amount") each month as determined by dividing the annual appropriation provided for such account in the annual operating budget for the landfill by twelve (12). The City and the County each shall pay their respective percentages of the Escrow Amount as determined in accordance with Paragraph 8, subparagraphs (a) and (b).

The funds deposited in the Escrow Account shall be used for the acquisition of land and the purchase of capital items necessary

and/or desirable for the efficient operation of the landfill as determined by the parties to this Agreement in conjunction with and pursuant to the terms of Paragraph No. 3 hereof.

In the event of the termination of this Agreement, any uncommitted balance remaining in the Escrow Account shall be distributed to the City and the County in an amount determined by averaging the annual percentage contributed by the County during the term of this Agreement.

9.

Any notices to be sent under this Agreement shall be in writing and hand-delivered, sent by facsimile transmission or sent by certified or registered United States Mail, return receipt requested and shall be deemed given upon receipt if delivered by hand or sent by facsimile transmission in three business days following deposit in the United States Mail system if mailed to the following address or such other addresses as may be designated in writing:

Rockdale County, Georgia  
c/o Board of Commissioners  
922 Court Street  
Conyers, Georgia 30207

City of Conyers  
c/o City Manager  
1184 Scott Street, S.E.  
Conyers, Georgia 30207

10.

Any of the following shall constitute an event of default under this Agreement; either the County or City's failure to

perform any term, condition or covenant in this Agreement if such failure has not been corrected within thirty (30) days after receiving written notice of such failure.

In the event of default or in the event of the mutual agreement of the parties, the City and County may change the roles regarding responsibility of the operation of the landfill as provided in Paragraph No. 2.

11.

This Agreement shall be construed and resolved according to the laws of the State of Georgia.

12.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified or amended only in writing, duly executed by all parties hereto.

13.

This Agreement may be executed simultaneously in two or more counter-parts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.

Time is of the essence in this Agreement.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the date and year first above written.

ROCKDALE COUNTY, GEORGIA

By: *Randolph W. Poynter* (SEAL)  
RANDOLPH W. POYNTER  
Chairman

ATTEST:

*Frank R. Alford* (SEAL)

APPROVED BY:

*JSM* (SEAL)  
County Attorney

ATTEST:

*Lee Buggay* (SEAL)

APPROVED BY:

*Walter F. B. [unclear]* (SEAL)  
City Attorney

CITY OF CONYERS, GEORGIA

By: *Charles C. Walker* (SEAL)  
Charles C. Walker, Mayor

ADDENDUM ONE

ADDENDUM ONE



EXECUTION COPY

STATE OF GEORGIA

COUNTY OF ROCKDALE

FIRST AMENDMENT TO WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") dated this 13th day of August, 1991, by and between ~~ROCKDALE~~ COUNTY, GEORGIA, acting by and through its Board of Commissioners (hereinafter sometimes referred to as the "County"), and the CITY OF CONYERS, GEORGIA, acting by and through its Mayor and Council (hereinafter sometimes referred to as the "City").

W I T N E S S E T H:

WHEREAS, the City and the County are parties to that certain Waste Management Agreement, dated March 12, 1991 (the "Operating Contract"), whereby the City and the County in order to preserve and protect the health, welfare and safety of the citizens of the County and the City have agreed to operate a sanitary landfill jointly for the health, welfare and safety of the citizens of the County and the City; and

WHEREAS, the present needs of the County and the City require the construction, equipping and operation of a solid waste disposal facility consisting of the Project Site and the Project (as such terms are hereafter defined); and

WHEREAS, in order to proceed with the Project and to finance the Project now contemplated, the City proposes to issue the Bonds; and

WHEREAS, the City and the County, pursuant to an Ordinance duly adopted, have entered into a contract, dated as of August 1, 1991 (the "Contract"), pursuant to which the City will provide solid waste disposal services to the citizens of the County limited to the Project Site and the Project; and

WHEREAS, pursuant to the Contract, the City and the County desire to amend the Operating Contract to coincide with the terms of Paragraph 2 of the Contract and for other purposes as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and among the County and the City, each acting by and through its duly authorized officers, pursuant to resolutions or ordinances duly adopted and properly passed:

1. The Operating Contract hereby is amended by adding the following new section thereto:

DEFINITIONS:

In addition to the terms herein defined, whenever the following terms are used in this Agreement, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the meaning as follows:

"Bonds" shall mean any revenue bonds authorized by and issued pursuant to the Ordinance, including the Series 1991 Bonds and any additional bonds of the City issued pursuant to the Ordinance with the consent of the County.



"Project" means the construction and equipping of a solid waste disposal facility in accordance with the Report to be owned by the City and the County and used and operated by the City.

"Project Site" means the real property on which the Project will be constructed, consisting of one tract of property owned by the City and County prior to the undertaking of the Project and one other tract of property purchased by the City and the County in anticipation of financing the Project.

"Renewal and Extension Fund" shall mean the City of Conyers Solid Waste Disposal Project Renewal and Extension Fund--1991 created in Article V, Section 2, Paragraph 3 of the Ordinance.

"Report" shall mean the Report from C. R. Vaughn, III, Acting City Manager to Randolph Poynter, Chairman, Rockdale County Board of Commissioners dated May 9, 1991.

"Revenue Fund" shall mean the City of Conyers Solid Waste Disposal Project Revenue Fund--1991 created in Article V, Section 2 of the Ordinance.

"Series 1991 Bonds" means the solid waste disposal revenue bonds authorized to be issued pursuant to Article II of the Ordinance.

"Sinking Fund" shall mean the City of Conyers Solid Waste Disposal Project Sinking Fund--1991 created in Article V, Section 2, Paragraph 2 of the Ordinance.



"Sinking Fund Year" shall mean the period commencing on the 2nd day of January in each year and extending through the 1st day of January in the next year.

2. The Operating Contract hereby further is amended by deleting the words "sanitary landfill" throughout the Operating Contract and substituting in lieu thereof the word "Project".

3. The Operating Contract hereby further is amended by deleting Paragraph 1 thereof in its entirety and substituting in lieu thereof the following new Paragraph 1 thereto:

1.

The City and County agree to operate jointly, under the terms and conditions stated herein and subject to the Contract, a Project at the Project Site for the benefit of the citizens of the City and of the County. The term of this Agreement shall commence on the 12th day of March, 1991, and shall continue until the earlier of (i) midnight on the 2nd day of January, 2004, or such time as the Bonds as to principal, interest and premium, if any, have been paid in full or provisions duly made therefor (the "Termination Date") in accordance with the Ordinance; or (ii) forty (40) years from the date thereof. The parties shall have the option to renew this Agreement by mutual

acquiescence on a year-to-year basis commencing on the Termination Date. The parties shall, within a minimum of one hundred eighty (180) days of the Termination Date of this Agreement, or any exercised option, designate whether the option shall be exercised through mutual agreement and appropriate confirmation through the governing body of each party.

During the pendency of this Agreement, neither the City nor the County shall operate an independent disposal facility for the final disposal of the solid waste as defined in the Georgia Comprehensive Solid Waste Management Act, as amended (O.C.G.A. § 12-8-20, et seq.). In addition, neither the City nor the County shall contract with another governmental entity or private entity regarding the operation or participation in an independent disposal facility for the final disposition of the solid waste as defined herein without the prior written consent of the other party to this Agreement. Nothing contained herein shall interfere with the right of either the City or the County to contract with a third party entity with regard to recyclable items or

future programs for the recycling of waste as identified in Paragraph 4 of this Agreement.

4. The Operating Contract hereby further is amended by deleting Paragraph 8 thereof in its entirety and substituting in lieu thereof the following new Paragraph 8 thereto:

8.

(a) Beginning on the 15th day of April and continuing on the 15th day of each month thereafter during the term of this Agreement, the City shall receive the percentage (set forth on Addendum One and incorporated herein by reference) of the Net Revenues for the preceding calendar month, and the County shall receive the percentage (set forth on Addendum One and incorporated herein by reference) of the Net Revenues for the preceding calendar month. Such percentages shall be determined in accordance with the formulas:

$$P = \frac{A}{A + B} \quad \text{and} \quad P^1 = \frac{B}{A + B}$$

WHERE:

P = the City's percentage of the Net Revenues.

P<sup>1</sup> = the County's percentage of the Net Revenues.



A = the City's average monthly tonnage of solid waste and/or the City's average monthly cubic yardage of solid waste which is generated in the City and deposited in the landfill which shall be determined on June 30th of each year during the term of this Agreement for the previous twelve (12) month period.

B = the County's average monthly tonnage of solid waste and/or the County's average monthly cubic yardage of solid waste which is generated in the County and deposited in the landfill which shall be determined on June 30th of each year during the term of this Agreement for the previous twelve (12) month period.

Notwithstanding anything contained herein to the contrary, except as otherwise provided in Article V, Section 2, Paragraph 3 of the Ordinance and except as set forth in Paragraph 8(b) of this Agreement, all revenues derived from the ownership and operation of the Project and all amounts payable pursuant to this Paragraph 8(a) shall be deposited into the Revenue Fund until January 2, 2004, or until

such time as the Bonds as to principal, interest and premium, if any, have been paid or provision duly made therefor in accordance with the Ordinance.

(b) In the event revenues derived from the operation of the Project are insufficient to pay for the monthly expenses incurred in connection with the operation and maintenance of the Project as set forth in the Budget or any amendment thereto, the County and the City each shall pay, in the proportion of their respective percentage as set forth on Addendum One, such monthly deficit. After there have been paid from the Revenue Fund in each month the sums required or permitted to be paid under the Ordinance, the City and the County shall be paid at least quarterly an amount sufficient to reimburse, totally or partially, the City and the County for any amounts paid pursuant to this Paragraph 8(b).

(c) In the event the City cannot make the payments pursuant to Paragraph 8(b) of this Agreement, the County shall make the payments required by Paragraph 4 of the Contract, which payments shall be deposited directly into the Sinking Fund and shall be subject to the terms

and conditions of the Contract and the Ordinance.

(d) The City shall follow financial management procedures that provide current, accurate and complete disclosure of all accounting transactions pertaining to the operation of the Project. Transactions shall be supported by source documentation and the financial results shall be a part of the City's Annual Audit.

(e) The City shall submit to the County a Status Report of Revenues and Expenses for the preceding calendar month beginning on the 15th day of April, 1991, and continuing on the 15th day of each month thereafter during the term of this Agreement.

(f) Simultaneously with the issuance and delivery of the Bonds from the proceeds derived from the sale of the Bonds, the County will receive the sum of \$387,450.00, and the City will receive the sum of \$85,050.00 as reimbursement for the purchase price of the real property acquired on January 15, 1991 (the "New Property"). The County shall pay to the Revenue Fund of the landfill the sum of \$387,450.00, and the City shall pay to the Revenue Fund of the landfill the sum of



\$85,050.00 as reimbursement for the purchase price of the New Property.

5. The Operating Contract hereby further is amended by deleting Paragraph 10 thereof in its entirety and substituting in lieu thereof the following new Paragraph 10 thereto:

10.

(a) At any time after the Bonds as to principal, interest and premium, if any, have been paid in full or provisions duly made therefor, or upon receipt of an opinion of bond counsel, in form and substance satisfactory to the City and the County, that the City and the County may change roles regarding responsibilities for the operation of the Project as provided in Paragraph 2 hereof upon the occurrence of any one of the following events:

(i) Failure of either the County or the City to perform or observe any term, condition, covenant or agreement contained in this Agreement, if such failure is not corrected within thirty (30) days after receiving written notice of

such failure from the other party;  
or

(ii) Mutual written agreement  
of the parties hereto.

(b) In the event of the failure of the City to perform or observe any term, condition, covenant or agreement of this Agreement, in addition to all other remedies provided in this Agreement, the County shall be entitled to seek any remedy provided at law or in equity.

(c) In the event of the failure of the County to perform or observe any term, condition, covenant or agreement of this Agreement, in addition to all other remedies provided in this Agreement, the City shall be entitled to seek any remedy provided at law or in equity.

6. The Operating Contract hereby further is amended by adding the following new Paragraph 15 thereto:

15.

The City and the County shall own, in the proportion of their respective percentages set forth on Addendum One, all equipment, fixtures and personal property of any kind used in the operation and maintenance of the Project.

7. The City and the County hereby acknowledge that currently there is established a joint escrow account entitled the "Escrow Account of the City of Conyers and Rockdale County for Acquisition of Capital Outlay Items - Sanitary Landfill" (the "Escrow Account"). The City and the County hereby agree that all funds in the Escrow Account on the date hereof will be transferred to the Revenue Fund and that the Escrow Account will be closed.

8. All terms defined in the Operating Contract, the Ordinance and/or the Contract which are used herein shall have the meanings defined in the Operating Contract, the Contract and/or the Ordinance, unless specifically defined otherwise herein.

9. The term "Agreement" as used in the Operating Contract shall mean the Operating Contract, as amended by this Agreement, or as it may from time to time be amended in the future by one or more written amendments or modification agreements entered into pursuant to the applicable provisions of the Operating Contract.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

12. All of the terms and conditions of the Operating Contract, except, but only to the extent, as expressly herein amended, shall remain in full force and effect and hereby are ratified and reaffirmed by the parties hereto.



13. In the event of a conflict between the provisions of the Operating Contract and the Contract or the Ordinance, the provisions of the Operating Contract shall control.

14. This Agreement is not intended to be, or shall it be construed to be, a novation.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Agreement to be executed in duplicate as of the date and year first above written.

ROCKDALE COUNTY, GEORGIA

By: *Randolph U. Poynt*  
Chairman, Board of Commissioners  
of Rockdale County, Georgia

ATTEST:  
*Ann R. Alexander*  
Clerk

[SEAL]

Signed, sealed and delivered  
in the presence of:  
*Ronald W. [Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public

Notary Public, Rockdale County, Georgia  
My Commission Expires Feb. 11, 1995

[SIGNATURES CONTINUED ON NEXT PAGE]

THE CITY OF CONYERS, GEORGIA

By: Charles Walker  
Mayor, City of Conyers

ATTEST:

Dee Buggay  
Clerk

[SEAL]

Signed, sealed and delivered  
in the presence of:

Jamie Chandler Sharp  
Unofficial Witness

Betty Fillingame  
Notary Public

**Betty Fillingame**  
Notary Public, Franklin County, Ga.  
My Commission Expires Apr. 14, 1996

## CONTRACT

**THIS IS A CONTRACT** made and entered into as of the 1st day ✓  
of August, 1991, by and among the **CITY OF CONYERS, GEORGIA**,  
acting by and through its City Council (hereinafter sometimes  
referred to as the "City") and **ROCKDALE COUNTY, GEORGIA**, acting  
by and through its Board of Commissioners (hereinafter sometimes  
referred to as the "County").

### W I T N E S S E T H:

**WHEREAS**, in order to preserve and protect the health,  
welfare and safety of the citizens of the County, the County has  
determined that it needs to contract for the provision of solid  
waste disposal needs of its residents and the City is willing to  
provide solid waste disposal services to the County in accordance  
with the terms hereof and the Operating Contract (hereafter  
defined); and

**WHEREAS**, subject to the terms hereof and the Operating  
Contract, the City will provide for the construction, equipping ✓  
and operation of a solid waste disposal facility consisting of  
the real property described in Exhibit A attached hereto and  
hereby incorporated herein (the "Project Site") and the  
facilities described in Exhibit B attached hereto and hereby  
incorporated herein (together with the Project Site, the  
"Project"); and

**WHEREAS**, the City and the County are parties to that Waste  
Management Agreement, dated March 12, 1991, as amended, (the



"Operating Contract") pursuant to which the parties hereto have agreed how the Project would be operated by the City; and

**WHEREAS**, the City and the County have owned Tract I of the Project Site (the "Old Property") and, in anticipation of financing the Project, acquired on January 15, 1991 Tract II of the Project Site (the "New Property") for \$472,500; and

**WHEREAS**, in order to proceed with the Project and to finance the Project now contemplated, the City proposes to issue City of Conyers (Georgia) Solid Waste Disposal Revenue Bonds, Series 1991" (the "Series 1991 Bonds" or "Bonds"); and

**WHEREAS**, (i) the Bonds will be issued and secured under an ordinance of the City authorizing the issuance of the Bonds (the "Ordinance") and will bear interest at rates per annum not to exceed 8.0% and (ii) the Bonds will mature, or be subject to mandatory sinking fund redemption, on January 1 in each of the years 1993 through 2004 in such amounts so that (A) the aggregate principal of and interest on the Bonds coming due in any sinking fund year shall not exceed the aggregate sum of \$265,000 and (B) the aggregate payments by the County hereunder with respect to the Bonds in any fiscal or calendar year shall not exceed such sum; and

**WHEREAS**, the Series 1991 Bonds will be sold by the City prior to September 1, 1991 and upon such sale the City will adopt the Ordinance actually authorizing the issuance of such Bonds and specifying the terms and conditions thereof and approving, authorizing and providing for the observance and performance of the City's obligations pertaining thereto, and the City will fur-

nish the County with a certified copy of the Ordinance in order that the payments required to be made by the County under the provisions of this contract may be accurately computed and conclusively established, all as hereinafter more fully set forth; and

**WHEREAS**, this contract is authorized by the provisions of Article IX, Section III, Paragraph I(a) and (c) of the Constitution of the State of Georgia and by the laws of the State of Georgia;

**NOW, THEREFORE**, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and among Rockdale County and the City of Conyers, each acting by and through its duly authorized officers, pursuant to resolutions or ordinances duly adopted and properly passed:

1. **Effective Date.** This contract shall take effect as of the date of the issuance and delivery of the Series 1991 Bonds and shall continue until the earlier of (i) midnight on January 2, 2004 or until such time as the Bonds as to principal, interest and premium, if any, have been paid or provision duly made therefor in accordance with the Ordinance or (ii) forty (40) years from the date hereof. ✓

2. **Effect on Operating Contract.** All of the terms and conditions of the Operating Contract, except, but only to the extent, as amended by this Paragraph 2, shall remain in full force and effect, are hereby ratified and reaffirmed by the parties hereto. The parties hereto do hereby expressly agree and acknowledge that the Project shall be operated in accordance with ✓



the Operating Contract (amended only as provided in this Paragraph 2) and all revenues and expenditures relating thereto under, or pursuant to, the Ordinance or otherwise shall be accounted for and made only in accordance with the Operating Contract (amended only as provided in this Paragraph 2). Nothing contained herein shall affect or impair the obligations of each of the parties hereto set forth in the Operating Contract, except as follows:

(a) The expiration of the term of the Operating Contract shall be, and is hereby, extended to coincide with the expiration of this Contract as set forth in Paragraph 1 above;

(b) All revenues derived from the operation of the Project and all amounts payable pursuant to Paragraph 8(a) of the Operating Contract shall be deposited into the Revenue Fund created pursuant to the Ordinance; and

(c) The payments, if any, made by the County pursuant to Paragraph 4 of this Contract shall be deposited directly into the Sinking Fund created pursuant to the Ordinance and are subject to the provisions of this Contract.

3. City's Obligations. The City covenants and agrees, as follows:

(a) The City shall proceed as promptly as possible with the adoption of the Ordinance, the construction and installation of the Project and the operation of the Project for the solid waste disposal needs of the citizens of the County in accordance with this Contract and the Operating Contract.



(b) The Ordinance shall provide for the creation and maintenance of a Revenue Fund, a Sinking Fund and a Renewal and Extension Fund. The Ordinance shall require that: (i) the Project be operated as provided in the Operating Contract; (ii) all revenues from the operation and ownership of the Project be deposited into the Revenue Fund (excluding the payments, if any, to be made by the County hereunder which are to be deposited directly into the Sinking Fund); (iii) expenditures for operation and maintenance (as determined and approved in accordance with the Operating Contract) be made from the Revenue Fund; (iv) the net revenues derived from the operation and ownership of the Project be pledged to the payment of the Bonds; (v) substantially equal monthly deposits from the Revenue Fund be deposited into the Sinking Fund and used to pay the annual debt service on the Bonds; (vi) the balance of the net revenues, if any, be paid to the County to the extent of any payments by the County hereunder and then deposited into the Renewal and Extension Fund and used for renewal and extension purposes (subject in all respects to the Operating Contract); and (viii) no additional bonds be issued thereunder without the consent of the County.

(c) Simultaneously with the issuance and delivery of the Series 1991 Bonds, from the proceeds derived from the sale of the Series 1991 Bonds, the City will pay the sum of \$387,450 to the County and reimburse itself the sum of \$85,050 for the <sup>2190</sup> purchase price of the New Property.

(d) Except to the extent as otherwise provided in the preceding subparagraph 3(c), proceeds derived from the sale of

the Bonds shall be applied to the payment of the costs incurred in connection with the issuance of said Bonds, payment of accrued interest on the Bonds from their dated date and the costs of the Project.

(e) At all times during the term of this contract the City will maintain and have available the facilities contemplated provided herein and in the Operating Contract.

(f) All funds received by the City under the provisions of Paragraph 4 hereof, including investment earnings thereon, shall not be commingled with any other funds of the City or of any other person or entity and any such moneys so received shall be forthwith deposited into the Sinking Fund for the Bonds created under the Ordinance and used and applied to the payment of the principal of and interest on the Bonds.

**4. County's Obligations.**

(a) The County hereby authorizes the City to provide solid waste disposal services to, and for the benefit of, the residents of the County and hereby authorizes the City to use, and hereby grants to the City an easement on, the Project Site in order to provide the services contemplated hereby.

(b) The County hereby covenants and agrees to pay to the sinking fund custodian for the benefit of the City on or before the twenty-fifth (25th) day of each month, commencing in September, 1991, an amount which, taking into consideration any amounts actually on deposit in the Sinking Fund for the Bonds at the time any payment is to be made hereunder and not deposited therein by the County hereunder but excluding moneys, if any,





held in the Sinking Fund for payment of Bonds which have matured but which have not been presented for payment, will be sufficient to pay as follows: (i) prior to January, 1992, one-fourth (1/4) of the interest on the Bonds coming due on January 1, 1992; and (ii) subsequent to December, 1991, one-twelfth (1/12) of the principal of the Bonds coming due on the next succeeding January 1 and one-sixth (1/6) of the interest coming due on the next succeeding July 1 or January 1, as the case may be. Such payments, if any, shall be made directly to the sinking fund custodian designated in the Ordinance on or prior to the twenty-fifth (25th) day of each month in each calendar year, commencing in September, 1991, and such payments shall continue from month to month until sufficient funds are on hand to pay all of the outstanding Bonds and the interest which will become due and payable thereon.

(c) The amounts payable under this Paragraph 4 shall be used by the City only to provide for the payment of the principal of and the interest on the Bonds as same become due and payable, on each bond interest payment date, at maturity and by proceedings for mandatory redemption. The payments described in subparagraph (b) shall be made directly to the sinking fund custodian for the account of the City and deposited into the Sinking Fund so as to assure the availability of moneys to the City in order to enable it at all times to pay in full the Bonds as same become due and payable, on each interest payment date, at maturity and by proceedings for mandatory redemption. The obligation of the County to make the payments required under this



Paragraph 4 is for the benefit of the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the City of any obligation to the County, whether hereunder, under the Operating Contract or otherwise. Until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Ordinance, the County (i) shall not suspend or discontinue any payments provided for herein and (ii) will not terminate for any cause, including, without limiting the generality of the foregoing, failure of the City to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project or any of the City's or County's facilities, the taking by eminent domain of title to or temporary use of any or all of the Project or any of the City's or County's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this contract, the Operating Contract or otherwise. Nothing contained in this subparagraph shall be construed to release the City from the performance of any of the agreements on its part herein contained or contained in the Operating Contract. In the event the City or

the County should fail to perform any agreement on its part, the County or the City may institute such action against the other party as it may deem necessary to compel performance so long as such action does not abrogate the obligations of the County contained in this Paragraph 4.

(d) The County shall levy an ad valorem tax on all taxable property located within the boundaries of the County subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates and within the maximum millage limitation now authorized by law or such greater limitation as may be hereafter authorized by law, as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the County's obligations hereunder, from which revenues there shall be appropriated, prior to any other appropriations with respect to the Project whether under the Operating Contract or otherwise, sums sufficient to pay in full when due the obligations herein contracted to be paid by the County. Nothing herein contained, however, shall be construed as limiting the right of the County to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(e) In order for the City to meet its debt service requirements on the Bonds, to assure the payments therefor as may be required to comply with this Paragraph 4, there shall be and is hereby created a lien on any and all revenues realized by the County under and pursuant to the provisions of subparagraph (d) above, which lien is prior and superior to any lien with respect



to any taxes levied from which amounts are to be paid under the Operating Contract. Nothing contained in this subparagraph (e) of Paragraph 4 is intended, or shall be construed so as, to affect the direct general obligation indebtedness of the County.

5. Mutual Obligations. The parties hereto mutually agree as follows:

(a) As a part of the undertaking contemplated herein, the City is under an obligation to meet the principal and interest requirements of the Bonds as same become due and payable, on each interest payment date, at maturity and by proceedings for mandatory redemption, and the revenues to be derived from the services and facilities herein contracted for, including, without limitation, revenues derived under this contract, shall be irrevocably pledged to the payment of the principal of and interest on the Bonds to the extent and in the manner to be provided in the Ordinance, to all of which each party does hereby consent.

(b) The parties hereto shall comply with all applicable law.

(c) The term "sinking fund year" shall mean the period commencing on the 2nd day of January in each year and extending through the 1st day of January in the next year.

(d) The City will, in due course, adopt ordinances authorizing the issuance of the Bonds, which will, among other things, specify the aggregate principal amount of the Bonds to be issued and the principal amounts thereof which will mature or be acquired by proceedings for mandatory redemption in each of the



years 1993 to 2004, inclusive, and specify the rate or rates of interest the Series 1991 Bonds shall bear; and thereafter the County's obligations to make the payments required under subparagraph (b) of Paragraph 4 hereof can and will be accurately and precisely calculated and conclusively established and the City shall furnish the County with a duly certified copy of the Ordinance and each and every ordinance supplemental thereto and the County, acting by and through its governing body, shall acknowledge receipt of the certified copy of the Ordinance furnished to the County pursuant to this subparagraph (d) and retain same along with this contract in its permanent records; and by this reference thereto the Ordinance and each and every ordinance supplemental thereto are incorporated herein and made a part hereof.

(e) While this contract is between the parties hereto, it is acknowledged that the owners of the Bonds have an interest herein, and the parties hereto covenant that this contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such owners.

(f) Should any phrase, clause, sentence or paragraph of this contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this contract to be executed in duplicate as of the date and year first above written.

ROCKDALE COUNTY, GEORGIA

By: *Samuel W. Pratt*  
Chairman, Board of Commissioners  
of Rockdale County

Attest:

*Joseph F. Alvarado*  
Clerk

(S E A L)

Signed, sealed and delivered  
in the presence of:

*Roy E. Williams*

*Linda G. Rogers*  
Notary Public

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

Notary Public, Rockdale County, Georgia  
My Commission Expires May 3, 1994

(Signatures continued on next page)

CITY OF CONYERS, GEORGIA

By: Charles Crutcher  
Mayor, City of Conyers

Attest:

Dee Buggay  
Clerk

(S E A L)

Signed, sealed and delivered  
in the presence of:

Jamie Chandler Sharp

Betty Fillingsame  
Notary Public

(Notarial Seal)

My Commission Expires Apr. 16, 1996  
Betty Fillingsame  
Notary Public, Rockdale County, Ga.





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Refuse Collection and Recycling

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

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

2. In developing 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:      Funding Method:

<u>Rockdale County</u>	<u>General Fund</u>

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:
Service Delivery Strategy for Refuse Collection and Recycling	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR SOLID WASTE AND RECYCLING DISPOSAL  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County operates a transfer station for the purpose of offering a location for solid waste and recycling disposal. The transfer station is operated through the Rockdale County Department of Public Services and Engineering for all persons who reside in both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not operate a transfer station; however, the City does from time to time offer curb side collection of recyclables as part of its regular garbage collection services.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is Rockdale County, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Garbage Collection

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

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

<u>City of Conyers</u>	<u>General Fund</u>

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:
Garbage Collection Service	Rockdale County and	1999 - Current
Delivery Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR GARBAGE COLLECTION  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Residential garbage service is provided solely by the City of Conyers and only to the constituents located in the City's corporate limits. Residential customers are charged annually for this service and such charges appear on their tax bills. Commercial customers are billed monthly for this service.

Commercial service outside the City's corporate limits, under the jurisdiction of Rockdale County, is delivered by private contractors or by the City of Conyers who deal directly with the customer requesting the service.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is the City of Conyers, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Animal Control

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

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

2. In developing 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:      Funding Method:

Rockdale 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:
Service Delivery Strategy for Animal Control	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR ANIMAL CONTROL  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers Animal Control Services through the Rockdale County Department of Animal Control to both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer this service.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is Rockdale County, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Cooperative Extension Service

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

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

Rockdale County	General Fund, User Fees

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

No change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Services Delivery Strategy for Cooperative Extension Service	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR COOPERATIVE EXTENSION SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County, in conjunction with the University of Georgia, offers Cooperative Extension Services to residents of both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer these services.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is Rockdale County, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal





**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Senior Services

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

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

2. In developing 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: Funding Method:

<u>Rockdale County</u>	<u>General Fund</u>

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:
Service Delivery Strategy Agreement for Senior Services	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:

**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR SENIOR CITIZEN SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers senior citizen services through the Rockdale County Department of Senior Services for such citizens who reside in both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer this service.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is Rockdale County, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR HEALTH AND SOCIAL SERVICES  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

Rockdale County offers health and social welfare services through a number of programs funded by the County's general fund. These services are provided for the benefit of individuals residing in both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer these services.

Additionally, within Rockdale County there exists under the Hospital Authorities Law, O.C.G.A. 31-7-70, the Hospital Authority of Rockdale County which is authorized and empowered to do all things necessary or convenient for the establishment, operation and maintenance of adequate hospital facilities for Rockdale County. These services are provided for the benefit of individuals residing in both the incorporated and unincorporated areas of Rockdale County. The City of Conyers does not offer these services.

We the undersigned agree that the delivery procedures in place show no duplication of services in that the only government entity providing this Service Delivery is Rockdale County, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Economic Development

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

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

Rockdale County	General Fund
City of Conyers	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:
Economic Development Service Delivery Agreement	Rockdale County and The City of Conyers	1999 - Current

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR ECONOMIC DEVELOPMENT  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

A local organization known as "Conyers-Rockdale Partners for Tomorrow" currently provides Economic Development Services for both the City of Conyers and Rockdale County. Contributions of cash and/or in-kind services are made annually to Partners for Tomorrow by the City and County respectively, for the Economic Development Services provided to the two entities.

Economic Development Services are also provided to Rockdale County by the Rockdale County Development Authority and to the City of Conyers by the Conyers Development Authority and the Downtown Development Authority.

We the undersigned agree that the Economic Development Strategy put in place has proven to be an efficient and effective means of addressing our economic development needs and see no apparent duplication of services nor prospect for consolidation of services, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal



**SERVICE DELIVERY STRATEGY  
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

**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: Rockdale Service: Library

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

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

Rockdale County	General Fund

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

Rockdale County will assume full responsibility for funding 100% of the local share of the Library budget.

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:
Library Service Delivery	Rockdale County and	1999 - Current
Strategy Agreement	The City of Conyers	

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?

Same as number 5.

7. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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:



**COMPREHENSIVE PLAN  
PERTAINING TO THE SERVICE DELIVERY STRATEGY  
FOR THE CONYERS-ROCKDALE LIBRARY SYSTEM  
BY AND BETWEEN ROCKDALE COUNTY AND THE CITY OF CONYERS**

The Conyers-Rockdale Library System is an independent library system pursuant to O.C.G.A., Title 20, Chapter 5. The City and County have entered into a Library Services Agreement governing the role of each respective entity with regard to the Conyers-Rockdale Library System. A copy of the Agreement is provided for reference and attached hereto.

We the undersigned agree that the Library Service Delivery Strategies put in place have proven to be effective and efficient procedures of operation for each entity and see no apparent duplication of services nor prospect for consolidation, this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

\_\_\_\_\_  
Randal S. Mills, Mayor  
City of Conyers

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

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

County Seal

City Seal

EXHIBIT E

(COMPREHENSIVE LAND USE PLAN)



SERVICE DELIVERY STRATEGY  
SUMMARY OF LAND USE AGREEMENTS

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require 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: Rockdale (City of Conyers)

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

No incompatibilities were identified.

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:

N/A

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.

Please refer to Exhibit F: Dispute Resolution Process.

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?

Water and Sewer Agreements between Rockdale County and the City of Conyers.

5. Person completing form: Rebecca C. Woolcot William E. Sands  
City Manager Executive Assistant

Phone number: (770) 929-4226/929-4008 Date completed: \_\_\_\_\_

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?  Yes  No

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



RESOLUTION NO. 320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONYERS, GEORGIA TO ADOPT THE CITY OF CONYERS AND ROCKDALE COUNTY COMPREHENSIVE PLAN 1991 - 2010; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

WHEREAS, the City of Conyers and Rockdale County have developed a Comprehensive Plan to set forth a vision for the community's development during the next twenty years, and goals and policies to guide that development; and

WHEREAS, the City of Conyers and Rockdale County Comprehensive Plan 1991-2010 includes a work program to guide local government for the next five years, as well as a plan for City and County land use; and

WHEREAS, the Comprehensive Plan represents nearly two years of consideration and planning by City and County citizens;

WHEREAS, neighboring local governments and the Atlanta Regional Commission reviewed this Comprehensive Plan and found no conflict with local or regional plans; and

WHEREAS, the Atlanta Regional Commission and the Georgia Department of Community Affairs determined that this Plan meets the requirements of the Georgia Planning Act; and

WHEREAS, a Preface to the Plan describes City and County policies for using the Plan to guide development and public investments in the community;

NOW, THEREFORE, WE the Mayor and City Council of the City of Conyers do hereby adopt the City of Conyers and Rockdale County Comprehensive Plan 1991-2010, and do authorize the Mayor to execute this resolution.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same hereby are repealed.

ADOPTED AND APPROVED this 15 day of July, 1991.

Charles C. Walker  
Charles C. Walker, Mayor

ATTEST:  
Dee Buggay  
City Clerk

Mark Chris Bowen  
Council Member

Larry S. [Signature]  
Council Member

Suzanne F. Fincher  
Council Member

William T. [Signature]  
Council Member

[Signature]  
Council Member

Bill [Signature]  
Council Member

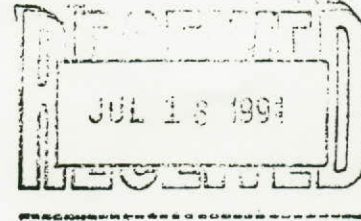
Board of Commissioners

Randolph W. Poynter, Chairman  
E. Sosebee  
Norman Wheeler



(404) 929-4001  
Fax (404) 483-4376

July 12, 1991



Mr. Harry West  
Executive Director  
Atlanta Regional Commission  
3715 Northside Parkway  
200 Northcreek Suite 300  
Atlanta, Georgia 30327

Dear Harry:

It is my sincere pleasure to provide you with a copy of Resolution 1991-25 adopted by the Board of Commissioners on July 9 1991 wherein we formally adopted the City of Conyers and Rockdale County Comprehensive Plan 1991-2010.

This was a very special day for Rockdale County. By adopting this plan, the Board of Commissioners has made a commitment to "roll up our sleeves" and get started with implementation.

There is no way to measure our gratitude for the enormous amount of time and energy you and your staff have expended on the formulation of this plan. Ms. Lanier Blum was instantly adopted as a member of our Rockdale family. I dare say she knows more about us than we know about ourselves. It was pure pleasure working with her. Lanier's enthusiasm for this plan is infectious and we reserve the right to recall her should it become necessary.

The keen sensitivity of your staff has assured our present and future needs have been addressed.

On behalf of present and future citizens of Rockdale County, I say thank you for your assistance and cooperation in helping us plan for the future.

Sincerely yours,

Randolph W. Poynter  
Chairman

j h

cc: Mayor Charles Walker  
Ms. Lanier Blum



RESOLUTION 1991-25

WHEREAS, Rockdale County and the City of Conyers have developed a Comprehensive Plan to set forth a vision for the community's development during the next twenty years, and goals and policies to guide that development; and

WHEREAS, the City of Conyers and Rockdale County Comprehensive Plan 1991-2010 includes a five year implementation strategy, as well as a plan for City and County land use; and

WHEREAS, the Comprehensive Plan represents nearly two years of consideration and planning by City and County citizens;

WHEREAS, neighboring local governments and the Atlanta Regional Commission reviewed this Comprehensive Plan and found no conflict with local or regional plans; and

WHEREAS, the Atlanta Regional Commission and the Georgia Department of Community Affairs determined that this Plan meets the requirements of the Georgia Planning Act; and

WHEREAS, a Preface to the Plan describes City and County policies for using the Plan to guide development and public investments;

NOW, THEREFORE, WE the Board of Commissioners of Rockdale County do hereby adopt the City of Conyers and Rockdale County Comprehensive Plan 1991-2010.

This the 9th day of July 1991.

BOARD OF COMMISSIONERS OF  
ROCKDALE COUNTY

Donald W. Payne  
Bud Sosebee  
Norman Wheeler

ATTEST:

Jacob R. Alexander

## PREFACE

In this Comprehensive Plan, the City of Conyers and Rockdale County set forth a vision and goals for the community's future. This Plan states City and County policies and strategies to guide public and private decisions and investments. It describes rational, efficient approaches to providing public services. One of the Plan's recurrent themes is the City and County's resolve to encourage development which preserves natural and historic resources, balancing public and private interests in land use. The City and County's concept of the public interest has been defined and updated through a participatory planning process. The Plan establishes relationships between the public interest and land development regulations.

How will the City and County use the Plan? The Plan is designed to be used as a tool for coordinating the decisions of City and County government, guiding growth, and setting priorities.

Rockdale County and Conyers are working together to build a planning partnership. A joint City/County Planning and Zoning Commission contributes to intergovernmental coordination. This joint Comprehensive Plan adds a second cooperative element of planning coordination. To implement the Plan, the City and County will revise land development ordinances and prepare a series of joint small special area plans.

An additional policy to provide coordinated planning is that whenever the City or County proposes a major public investment or receives a zoning proposal that is in conflict with the Comprehensive Plan, the local government with jurisdiction will ask for comments and a recommendation from the partner jurisdiction. A certain time will be set for receiving comments which would allow for the partner jurisdiction to prepare staff reports and elicit public comments. The dual purposes of this policy are to emphasize the importance of the Comprehensive Plan regardless of municipal boundaries and to coordinate the planning of City and County services.

Guiding Land Use Decisions. Zoning and budget decisions made on a case-by-case basis have cumulative and sometimes unconscious effects on a local area's future. Rockdale County and Conyers will keep long range considerations in focus by referring to comprehensive plans with each incremental land use decision. It is the policy of the City and County, as a step in the rezoning



process, to determine whether the proposal is consistent with the Plan. If not, the rezoning request will be denied or postponed. Further consideration of the request would be preceded by consideration of an amendment to the Plan involving staff review of comprehensive impacts, public participation and City/County consideration.

Updating the Plan. Rockdale County and the City of Conyers will annually review and update the implementation strategies in the Comprehensive Plan and the City and County capital improvements programs. This will keep the Plan's goals in focus during each annual budget deliberation. Each year, the City and County will set the next five years' priorities.

In 1995, the City and County will assess whether the plan needs a comprehensive update or specific revisions. They will prepare the update, if needed, before preparing the 1996/7-2000/1 implementation strategy (for submittal to the Atlanta Regional Commission as required by the Georgia Planning Act).

Conyers and Rockdale County plan to make a joint comprehensive plan update at a minimum of every ten years.

Amending the Plan. The Comprehensive Plan will not be amended incrementally without thorough consideration of the impact of the amendment on future land use, public services, and community goals for preservation of resources and economic and community development. Whenever the elected officials determine that the conditions or assumptions on which the Plan was based have changed so significantly as to alter the basic tenets of the plan, it should be amended.

The Comprehensive Plan and Zoning Decisions. While Georgia's Constitution gives local governments authority to zone and regulate land use without conditioning this authority on the existence of a comprehensive plan, a plan helps a community defend its zoning decisions.

The zoning procedures and ordinances in the City and County will be revised to implement the Plan. As part of this revision, the City and County plan to incorporate explicit consideration of the factors listed below.



1. whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
2. whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
3. whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
4. whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;
5. whether the zoning proposal is in conformity with the policy and intent of the land use plan; and
6. whether there are existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

When zoning cases are appealed, Georgia courts consider three threshold standards of the 1977 case Guhl vs Holcomb Bridge Road Corporation:

1. Is the property's value less than other similarly located properties with the same zoning? Can the owner demonstrate inability to market the property at such a comparable price?
2. If the present (or future land use plan) zoning poses a hardship on the owner, how does it compare to the harm to the public which would be posed by the requested zoning?
3. To what extent does the reduced value of the property (compared to other similarly located properties with the same zoning) promote the health, safety or welfare of the public?

Consideration of the questions above in the zoning process will incorporate consideration of comprehensive and future impacts of zoning changes, provide a balanced consideration of proposals, and reduce the grounds on which applicants for rezoning might consider appealing decisions of City and County elected officials.

EXHIBIT F

(DISPUTE RESOLUTION PROCESS)





SERVICE DELIVERY STRATEGY  
DISPUTE RESOLUTION PROCESS  
(O.C.G.A. 36-70-24(4)©)

The City of Conyers and Rockdale County hereby agree to implement the following process for resolving land use disputes over annexation, effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the City will notify Rockdale County of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation;
2. within 5 working days following receipt of the above information, the County will forward to the City a statement either: (a) indicating that the County has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the City's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the County's objection(s);
3. a bona fide land use classification objection shall mean a land use or zoning classification (s) which is inconsistent with the comprehensive land use plan of the City of Conyers and/or Rockdale County;
4. if the County has no objection to the City's proposed land use or zoning classification, the City is free to proceed with the annexation. If the County fails to respond to the City's notice in writing within the deadline, the City is free to proceed with the annexation and the County loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation;
5. if the County notifies the City that it has a bona fide land use classification objection(s), the City will respond to the County in writing within 5 working days of receiving the County's objection(s) by either: (a) agreeing to implement the County's stipulations and conditions and thereby resolving the County's objection(s); (b) agreeing with the County and stopping action on the proposed annexation; (c) disagreeing that the County's objection(s) are bona fide and notifying the County that the City will seek a declaratory judgment in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises;
6. if the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation;
7. if no resolution of the County's bona fide land use classification objection(s) results from the mediation, the City will not proceed with the proposed annexation. However, the City may seek a declaratory judgment in court to the extent such relief is available, pursuant to Georgia law;
8. if the City and County reach agreement as described herein or as a result of the mediation, they will draft an annexation agreement for execution by the City and County governments and the property owner(s).

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



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

ADOPTED AND APPROVED, this 26th day of June, 1998.

ATTEST:

Dee Buggay  
City Clerk

Randal S. Mills  
Randal S. Mills, Mayor  
City of Conyers

ATTEST:

Jean F. Hamblett

Norman Wheeler  
Norman Wheeler, Chairman  
Rockdale County Board of Commissioners

**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 the City of Conyers and Rockdale 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: (Please print or type)	TITLE:	JURISDICTION:	DATE:
<i>Norman Wheeler</i>	Norman Wheeler	Chairman	Rockdale County	October 30, 2003
<i>Randal S. Mills</i>	Randal S. Mills	Mayor	City of Conyers	October 30, 2003



EXHIBIT H  
(DEADLINE EXTENSION)

C-1999-70

STATE OF GEORGIA

COUNTY OF ROCKDALE

**SERVICE DELIVERY STRATEGY**  
**EXTENSION OF TIME**

WHEREAS, the City of Conyers ("Conyers") and Rockdale County ("Rockdale") have been actively reviewing the delivery of services each provides in an effort to comply with the provisions of O.C.G.A. § 36-70-20 et seq.; and

WHEREAS, Conyers and Rockdale initiated the process of review for the purpose of developing a service delivery strategy prior to January 1, 1998; and

WHEREAS, Conyers and Rockdale require additional time in which to submit final agreements for the implementation of a local government service strategy as provided by O.C.G.A. § 36-70-20 et seq.;

NOW, THEREFORE, the City of Conyers and Rockdale County hereby agree to extend the adoption and submission of the service delivery strategy specified in O.C.G.A. § 36-70-21 to October 15, 1999.

This the 22 day of June, 1999.

Attest:

Dee Buggay  
City Clerk

**CITY OF CONYERS**

By: Randal S. Mills  
RANDAL S. MILLS, Mayor

**ROCKDALE COUNTY, GEORGIA**  
**BOARD OF COMMISSIONERS**

By: Norman Wheeler  
NORMAN WHEELER, Chairman

By: Bud Sosebee  
BUD SOSEBEE

Attest:

Jean F. Hambuck  
Ex Officio Clerk

By: Barbara Nunn McCarthy  
BARBARA NUNN MCCARTHY