

Ernest M. Smith (1911-1992)  
A. J. "Buddy" Welch, Jr., PC  
J. Mark Brittain  
Byrd Garland  
John P. Webb, PC  
C. Walter Pendergrass, III  
William A. White, PC  
Pandora E. Palmer, PC (HI & GA)  
L. Scott Mayfield  
Mark C. Walker  
Andrew J. "Andy" Welch, III (NY & GA)  
Anna C. Dougherty  
Marc A. Avidano (FL & GA)  
David M. Waldroup

# Smith Welch & Brittain<sup>LLP</sup>

**ATTORNEYS AT LAW**

*Providing a lifetime of service*

Andrew J. Gebhardt  
Lindsay M. Hodgson  
William M. Roberts  
Santana T. Flanigan (WI & GA)  
Katherine E. Fagan  
Timothy W. Haley  
R. Brian Strickland

2200 KEYS FERRY COURT • PO BOX 10 • MCDONOUGH, GEORGIA 30253

Telephone: 770-957-3937 • Facsimile: 678-583-4888

www.swblawfirm.com

January 5, 2010

VIA UPS OVERNIGHT DELIVERY  
Tracking No. 1Z22YE140391239316

RECEIVED

JAN 07 2009

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

Re: Henry County, Georgia and Cities of Henry County  
2010 Service Delivery Strategy Agreement

Dear Sir or Madam:

In accordance with the Service Delivery Strategy Act and for your records, please find enclosed the executed original Service Delivery Strategy Agreement together with the Form 2: Summary of Service Delivery Strategy Arrangements that has been agreed to between Henry County, Georgia and the Cities of Hampton, Locust Grove, McDonough and Stockbridge, Georgia. If you have any comments or questions concerning the enclosed, please call.

With Kindest Regards,



A. J. (Buddy) Welch, Jr.

AJWJr/jv  
Enclosures

cc: LaTonya Wiley, Esq., Henry County (with enclosures)  
Mayor R.W. Coley, City of Hampton (with enclosures)  
Mayor Lorene Lindsey, City of Locust Grove (with enclosures)  
Mayor Billy Copeland, City of McDonough (with enclosures)  
Mayor Lee Stuart, City of Stockbridge (with enclosures)

STATE OF GEORGIA  
COUNTY OF HENRY

**SERVICE DELIVERY STRATEGY AGREEMENT**

THIS AGREEMENT, made and entered into this 24 day of December, 2009, by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County") and the undersigned CITIES OF HENRY COUNTY, GEORGIA (hereinafter referred to as "City or "Cities").

NOW THEREFORE, it is agreed as follows:

1.

The parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. Section 36-70-1; et seq.

2.

The parties hereto have entered into new Service Delivery Strategy Agreement ("Agreement") the Table of Contents of which is hereto attached marked Exhibit I. All Form 2: Summary of Service Delivery Arrangements are also attached hereto and marked as Exhibit I and are incorporated herein as part of the Agreement between the parties hereto (the "Arrangements"). All of said Arrangements shall become in force and effective upon the execution of this document.

3.

There are certain services that will be provided by certain Cities which entitle the property owners located in the incorporated area of the City to an annual millage reduction from their County tax invoices. Said services are hereafter described. All

mileage reduction shall be computed by the use of the formulas shown in Exhibit I hereto attached.

4.

Exhibit II attached hereto and incorporated herein sets forth the definitions that will apply to the Agreements hereto attached as Exhibit I.

5.

#### **Assumption of Services by City**

The County will continue to provide services described in Paragraph 2 herein, less any service assumed by a City under this Agreement. If a City elects to assume the responsibility of any services listed in Paragraph 2 hereof, Exhibit I hereof, or listed herein, it shall notify the County in writing on or before December 31<sup>st</sup> of each year. The City shall assume the responsibility of providing said service on July 1<sup>st</sup> of the following year. If the City assumes the responsibility of providing the service, the property owners within the incorporated boundary of said city shall be entitled to an annual millage reduction from their County tax invoice based upon the applicable formula set forth in Exhibit I hereto attached beginning the year that the City takes over the service. If any City elects to assume responsibility for providing services as described herein, the consent of the remaining Cities will not be required and such assumption of service shall be documented by an amendment to this Agreement executed by the affected parties.

6.

#### **Return of Service**

If any City should determine that it can no longer provide a service to its residents, the City shall notify the County, in writing, on or before December 31<sup>st</sup> of each

year. Unless the County objects in writing within 30 days, the County shall assume the responsibility for providing said service on July 1<sup>st</sup> of the year following the date of said notice. Any millage reduction previously credited to property owners shall cease on January 1<sup>st</sup> of the year that the County starts providing the service. The consent to transfer service back to the County shall not require the consent of the remaining Cities, but it shall be documented by an amendment to this Agreement executed by the affected parties.

7.

#### **Application of Revenues, Generally**

All revenues that are generated by a service under this Agreement shall be first applied to the cost of the respective service prior to levying any property tax to fund the remaining cost of the service.

8.

#### **Calculation of Millage Reductions for Each City**

The millage reductions for each City, based upon the formulas set forth in Exhibit I shall be computed and provided to the Cities by the County by no later than April 1<sup>st</sup> of each year, except for the year of this Agreement, which shall be computed by no later than June 1<sup>st</sup> of each year. The calculations, and all documents that were used to determine the calculations, will be provided to the Cities along with the calculations. The Cities shall have 30 days after receipt of the calculations and documentation to raise objections to the calculations. In the event that a dispute should arise concerning the calculations that cannot be resolved between the parties to this Agreement, the parties agree that the County, with the written consent of at least two cities, may select a certified

public accounting firm to make the calculations. If the County and Cities cannot agree upon a certified public accounting firm to make the calculations, then the accounting firm appointed by the Presiding Judge of the Superior Court of Henry County shall make the calculations. The calculations of the mileage reduction determined by the accounting firm shall be binding on all parties. In the event that said accounting firm should subsequently represent any of the parties to this Agreement, calculations shall be made by a certified public accountant firm that is acceptable to all parties. Fees charged by the accounting firm shall be equally split between the disputing City or Cities and the County.

9.

**Administrative Fee Imposed by Henry County Tax Commissioner**

a) Except as set forth below, the Tax Commissioner is hereby authorized to deduct 1% for the year 2010, 1.25% for year 2011, and 1.5% for 2012 of all fees, taxes, penalties and utilities bills collected by the Tax Commissioner on behalf of each City. In exchange for such fee, the Tax Commissioner shall allow each City to include on their respective County tax bill up to three line items for City taxes, or fees, or assessments. Any additional line items over three (3) may be added at the sole discretion of the Tax Commissioner. Either party may opt out of this provision by giving written notice to the other on or before May 1. All information to be placed on the tax bill shall be delivered to the Tax Commissioner no later than July 1.

b) In consideration of the City of Stockbridge allowing the Tax Commissioner to use its facilities located at 164 Burke Street, Stockbridge, Georgia, the Tax Commissioner shall collect at no charge and at the Tax Commissioner's expense all stormwater fees that are assessed by the City. In the event that the City should cease to collect stormwater fee

or elects to collect its own stormwater fees, an appropriate lease agreement will be entered into between the County and the City for the use of said facilities by the Tax Commissioner.

c) By his signature hereto, the Tax Commissioner agrees and approves the terms of this section of the Agreement.

d) With respect to the fee imposed for any ad valorem tax collection, the provisions of sub-paragraph 9(a) shall constitute a Tax Service Agreement as contemplated by O.C.G.A. § 48-5-359.1.

10.

#### **Amending Agreement**

This Agreement may be amended with approval of the County and one or more City(ies) without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

11.

#### **Execution of Documents**

None of the documents attached in Exhibit I will be required to be executed in order to be in full force and effect. All such documents shall remain in effect without further action of any parties.

12.

#### **Binding Effect**

This Agreement shall be binding upon the undersigned, and their successors in office.

13.

**Duration and Termination of Agreement**

The terms of this Agreement shall remain in full force and effect for a period of five (5) years unless:

- A. The parties are required by law to renegotiate the terms of any portion of this Agreement.
- B. There is an adoption of a new LOST or SPLOST Agreement between the parties hereto.

14.

**Notice**

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Certified mail with return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered  
In the presence of:

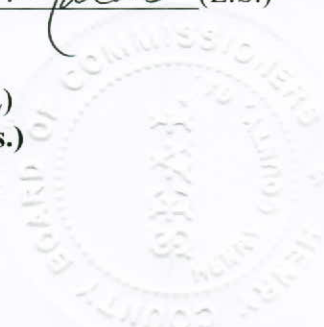
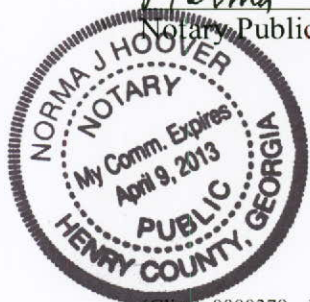
HENRY COUNTY, GEORGIA

\_\_\_\_\_  
Unofficial Witness

By: Elyse B. Mathis (L.S.)  
Chairman

Norma J. Hoover  
Notary Public

Attest: Shay Mathis (L.S.)  
Clerk



(Please See Following Pages For Signatures.)

Signed, sealed and delivered  
In the presence of:

*[Handwritten signature]*

Unofficial Witness

*Patricee McWatson*

Notary Public

CITY OF HAMPTON, GEORGIA

By: *X. W. Coley* (L.S.)  
Mayor

Attest: *[Handwritten signature]* (L.S.)  
Clerk

Notary Public, Henry County, Georgia  
My Commission Expires September 23, 2001

(SEAL)





Signed, sealed and delivered  
In the presence of:

Dan McKenzie  
Unofficial Witness

Catherine R. Matken  
Notary Public

MY COMMISSION EXPIRES FEB. 20, 2013

CITY OF LOCUST GROVE, GEORGIA

By: Loren M. Lindsey (L.S.)  
Mayor

Attest: Deena B. DeLoe (L.S.)  
Clerk

(SEAL)

Signed, sealed and delivered  
In the presence of:

Wanda E. Ricks  
Unofficial Witness

Janis Price  
Notary Public

**Janis E. Price**  
**Notary Public, Henry County, Georgia**  
**My Commission Expires October 14, 2011**

CITY OF McDONOUGH, GEORGIA

By: Diary Bel (L.S.)  
Mayor

Attest: Janis Price (L.S.)  
Clerk

(SEAL)

Signed, sealed and delivered  
In the presence of:

*Pamela LeCates*  
Unofficial Witness

*Linda Gunn*  
Notary Public



CITY OF STOCKBRIDGE, GEORGIA

By: *W. Kelly* (L.S.)  
Mayor

Attest: *Merle Manders* (L.S.)  
Clerk

(SEAL)



Signed, sealed and delivered  
In the presence of:

Denise Springs  
Unofficial Witness

Connie Pence  
Notary Public



TAX COMMISSIONER OF  
HENRY COUNTY

By: David Curry (L.S.)  
David Curry, Tax Commissioner

Attest: \_\_\_\_\_ (L.S.)

(SEAL)

Signed, sealed and delivered  
In the presence of:

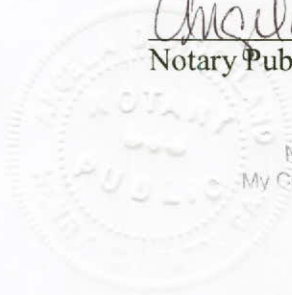
Sherry Smith  
Unofficial Witness

HENRY COUNTY SHERIFF

By: Keith McBrayer (L.S.)  
Keith McBrayer, Sheriff

Angela D. Hogeland  
Notary Public

Attest: \_\_\_\_\_ (L.S.)



ANGELA D. HOGELAND  
Notary Public, State of Georgia  
My Commission Expires March 17, 2011

(SEAL)



**SERVICE DELIVERY STRATEGY  
FORM 1**

COUNTY: **HENRY COUNTY, GEORGIA**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="812 1089 1511 1314" style="background-color: black; color: white; padding: 10px; text-align: center;"> <p><b>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.servicedelivery.org">www.dca.servicedelivery.org</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</b></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Email the completed forms and any attachments as .pdf attachments to: [pemd.opqga@dca.ga.gov](mailto:pemd.opqga@dca.ga.gov), or mail the completed forms along with any attachments to:

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF PLANNING AND QUALITY GROWTH  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329**

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Henry County, Georgia  
City of Hampton  
City of Locust Grove  
City of McDonough  
City of Stockbridge

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which can continue as previously agreed with no need for modification.

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Administration; Annexation; Building Permits, Inspections and Impact Fees; Buildings and Ground Maintenance; Cemetery; City Prisoners; City Prisoners - Transport; Code Enforcement; Comprehensive Plan; Coroner Service; Courts/Indigent Defense - Municipal Court; Courts/Indigent Defense - State and County Courts; Court Security, Service of Process, Subpoenas; Detention and Collection of Unrestrained Animals and Related Code Enforcement; Dentention Facility; Development Authority - County; Development Authority - Independent City Authorities; Development Plan Review; Elections - Federal, State, County; Elections - Municipal; Electric; Emergency Communications (911); Emergency Management; Emergency Medical Services (EMS); Environmental Health and Health Department; Fire Protection; GIS and Mapping Services; Housing Authority; Investigation of Public Officials; Library Service; Park Construction and Maintenance; Planning and Zoning; Police; Prison Detail; Purchase of Fleet Vehicles, Equipment, Petroleum, Supplies, etc.; Roads/Street Construction, Improvements and Maintenance and Transportation Planning; Senior Citizens Centers; Senior Citizen Transport; Soil Erosion and Control Inspections; Solid Waste Garbage Collection and Yard Waste Collection, Residential Recycling; Stormwater Management; Vehicle and Equipment Maintenance and Repairs; Water and Sewerage Services

**EXHIBIT I**

**FORM 2 – SERVICE DELIVERY STRATEGY ARRANGEMENTS**





**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: 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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: County: 770-288-6280/Cities: 770-957-3937      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Annexation*

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

Local Government or Authority	Funding Method
Henry County	Henry County General Fund
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

See attached Exhibit A.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

**EXHIBIT A**

**Annexation**

**Annexation Dispute Resolution Process.**

A. In the event either the County or a City should zone any property within the Joint Land Use Area as defined below in a manner inconsistent with Paragraph B of this Annexation Agreement, then, in such event, the other party shall have the right to object to such zoning pursuant to the procedures set forth in O.C.G.A. Section 36-36-11 and other applicable provisions of State law. The Joint Land Use Area is that area of land located between the current boundaries of each City and the boundary line encircling each City as shown in Exhibits A1-4, attached hereto and incorporated herein.

B. In the event either a City or the County has an objection pursuant to this Annexation Agreement, the dispute resolution process set forth in O.C.G.A. Section 36-36-11 shall be initiated. The parties agree that the following changes in zoning shall not constitute grounds for "objection(s)" within the meaning of O.C.G.A. Section 36-36-11.

1. A change consistent with the Joint Comprehensive Plan as of the date an application for rezoning is filed.
2. A change from residential to an industrial, commercial or office-institutional classification.
3. A change from any residential zoning category to any single family residential classification resulting in a unit density of Three and Six Tenths (3.6) Units per acre or less.
4. A change to multi-family residential, mixed use, or interchange mixed use classification for any property that is designated in the

Joint Comprehensive Plan for medium-high density or high density residential use, provided the density does not exceed eight (8) dwelling units per acre. The Cities may annex and rezone land to a multifamily, mixed use or interchange mixed use classification within the Joint Land Use Area, without constituting an objectionable rezoning, provided the total amount of land rezoned does not to exceed 10 percent (10%) of the total area of the Joint Land Use Area.

5. A change to zoning for islands annexed into a City as authorized under O.C.G.A. Section 36-36-90.

C. Nothing in this section shall operate to expand or limit the manner and/or method of annexation available to any city, except, that each city agrees that it shall not, during the term of this agreement, annex any property located beyond the Joint Land Use Area, except by using the 100 percent (100%) method.

# Stockbridge

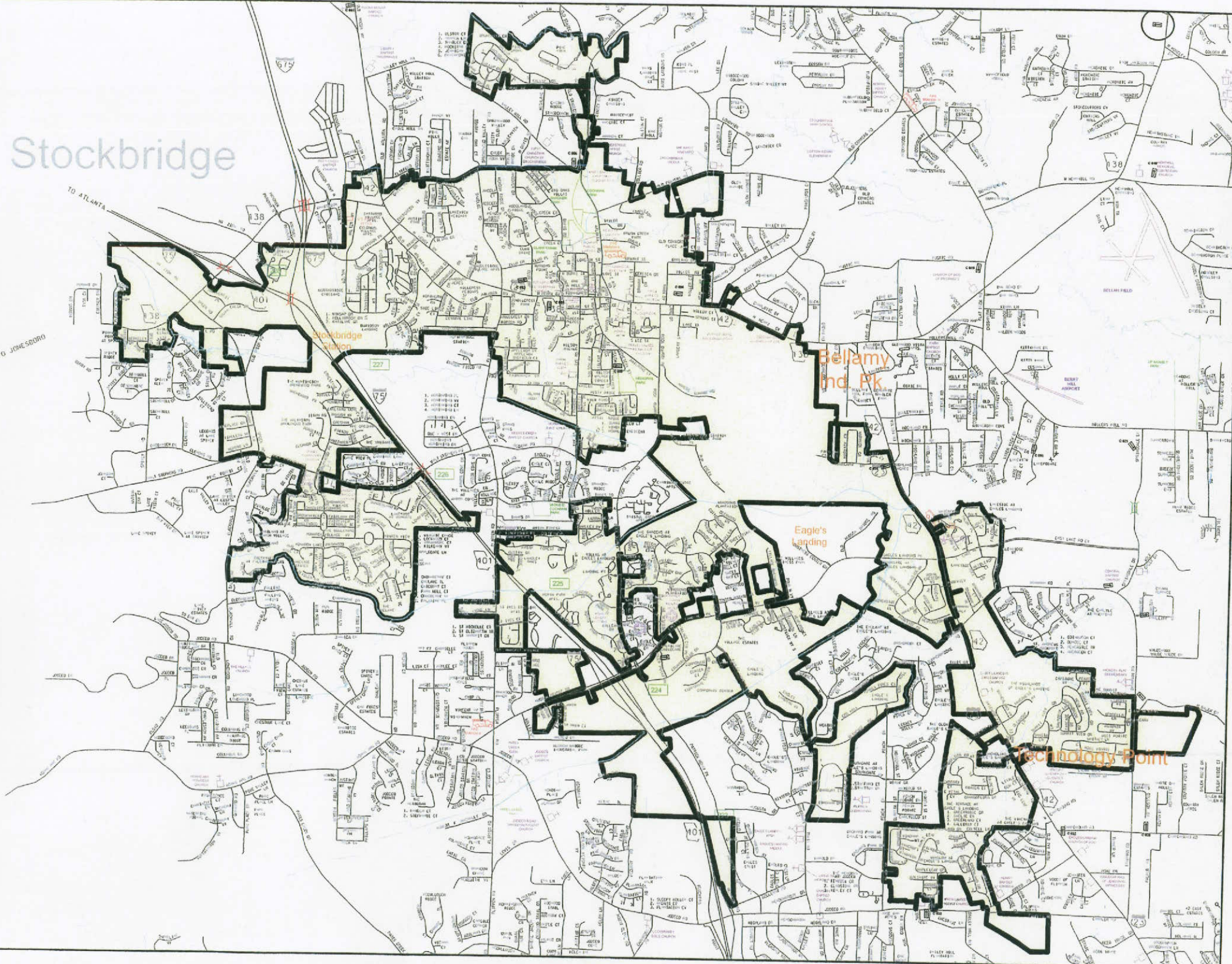
TO ATLANTA  
TO JONESBORO

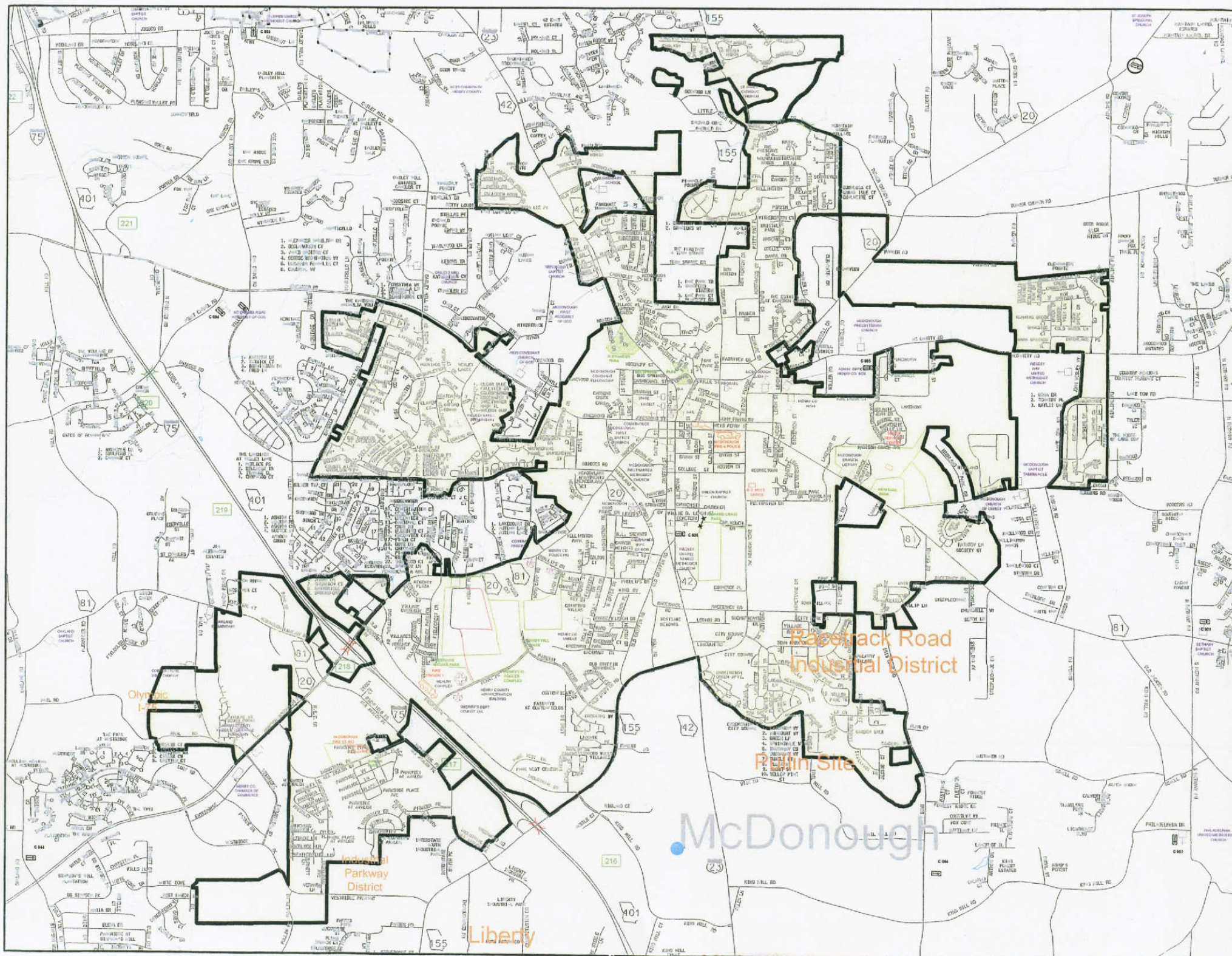
Stockbridge Station

Bellamy Ind. Pk

Eagle's Landing

Technology Point





Olympic I-17

Industrial Parkway District

Liberty

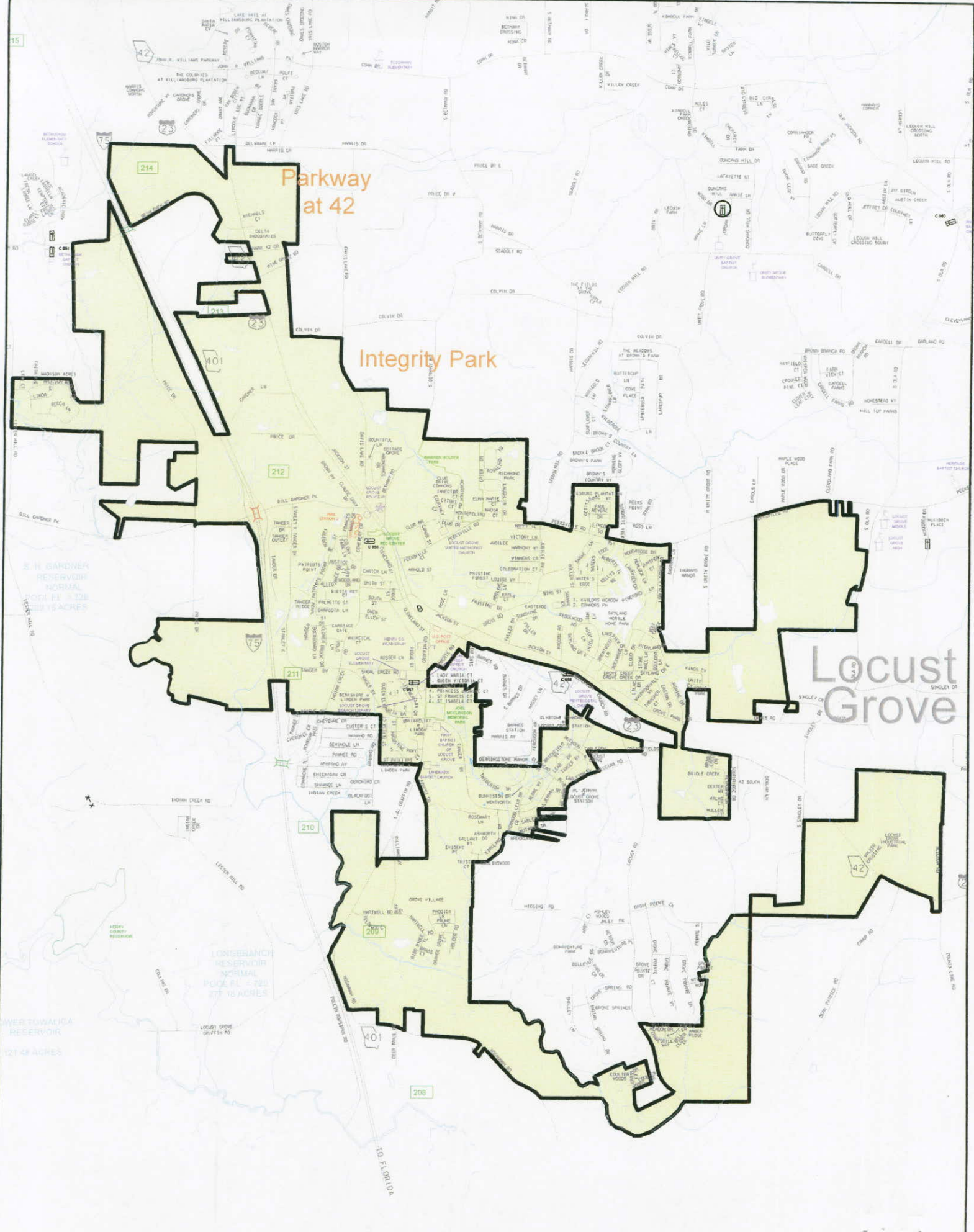
Racetrack Road Industrial District

Rain Site

McDonough







Parkway  
at 42

Integrity Park

Locust  
Grove

S.H. GARDNER  
RESERVOIR  
NORMAL  
POOL FL. = 124  
208 ACRES

LONGFACRY  
RESERVOIR  
NORMAL  
POOL FL. = 722  
277 ACRES

WEBB TOWALKA  
RESERVOIR  
221 ACRES



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: BUILDING PERMITS, INSPECTIONS AND IMPACT FEES

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.): **Henry County will be the service provider of Building Permits and Inspections in unincorporated Henry and within corporate boundaries of the Cities of Hampton and Stockbridge. The cities of Locust Grove and McDonough will provide building permit and inspection services within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Stockbridge, Hampton	Countywide Revenues, except Locust Grove and McDonough
Locust Grove	Fees and Municipal General Fund
McDonough	Fees and Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibits A and B attached hereto.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### Building Permits and Inspections

The Cities of Locust Grove and McDonough provide building permits and inspection services to the incorporated areas of said cities. Property owners within the incorporated boundaries of said cities are entitled to an annual millage reduction from their County tax invoice based upon the formula set forth in Exhibit B hereto attached and made a part hereof.

Henry County is providing the building permit and inspection services for the Cities of Hampton and Stockbridge under the following conditions.

- A. Henry County shall be allowed to retain all fees collected for providing such service and shall apply such fees to the cost of said service.
- B. Applications for building permit and inspection services will be processed in the order in which they are received.
- C. Henry County shall not issue a building permit in the City of Hampton until the Impact Fee associated therewith has been paid to the City of Hampton and proof thereof has been provided to the County.
- D. Such services shall be provided at the same level of service as that provided throughout unincorporated Henry County.
- E. The Director of the Building Permit and Inspection Department shall be the City's designated contact person for questions or concerns related to building permit and inspection issues and/or the services provided by the County.

- F. No administrative variances shall be approved by county staff unless such variance has first been approved, in writing, by the City Manager and a copy of such written approval delivered to the county building permit and inspection staff.
- G. Prior to issuing a building permit, the Building Department shall make sure all impact fees and assessments imposed by the City have been paid in full.

## EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:BUILDINGS AND GROUNDS MAINTENANCE

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

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

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

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

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will be the service provider of buildings and grounds maintenance to all buildings and grounds owned, leased, or used by Henry County or any of its departments or agencies. The cities of Hampton, Locust Grove, McDonough and Stockbridge will provide building and grounds maintenance to all buildings and grounds owned or rented by each respective City within their own corporate boundaries. Certain property is being leased by Henry County from the City of Stockbridge and the terms of said lease are incorporated herein attached hereto. All cities reserve the right to contract with Henry County to provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Lease Agreement	City of Stockbridge and Henry County	11/16/92 - perpetual

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

LEASE AGREEMENT 02-35

STATE OF GEORGIA

COUNTY OF HENRY

↑  
Henry Co Numbers

THIS INDENTURE OF LEASE, made and entered into this 16 day of November, 1992, by and between the CITY OF STOCKBRIDGE, a municipal corporation of the State of Georgia (hereinafter referred to as "Landlord"), and HENRY COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant");

W I T N E S S E T H:

That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the following described property, to wit:

One vacant lot in the City of Stockbridge, Henry County, Georgia, being on the west side of Berry Street and bounded on the North by lots of Grady Moseley; East by Berry Street; South by lots belonging to the Estates of Clark and Patillo; and West by vacant lot of J. D. McCollough.

Dimensions of this lot to be 30 feet wide and 100 feet long and known as Lot 34.

A tract or parcel of land, with office buildings thereon, being in the City of Stockbridge, and in Land Lot 61 of the 12th District of Henry County, Georgia, and being Lots 13, 14, 15, 36, 37 and 38 in Block D of subdivision of W. D. Grant property as per plat on file in office of G. W. Adair, Atlanta, Georgia; said tract being more particularly described as follows:

Beginning at a point on the East side of Burks Street 358 feet North of Burks and Jonesboro Streets, and running thence North along the East side of Burks Street 90 feet; thence East 200 feet to Berry Street; thence South along the West side of Berry Street 90 feet; thence West 200 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging to in anywise appertaining, unto the said Tenant, its successors and assigns, for the term described herein and any renewal hereof.

SECTION 1 - RENTAL

The Tenant hereby covenants and agrees to pay to the Landlord rent at the rate of ONE DOLLAR (\$1.00) per year to be paid in advance on the first day of January of each year.

SECTION 2 - USE OF PREMISES

The demised premises may be used by the Tenant only for the conduct of the business of Henry County. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises.

SECTION 3 - TERM

This lease shall be for a term of one (1) year commencing on the date the Landlord complete its relocation to the new City Hall and will terminate on December 31, 1993. However, the term of the lease shall be extended for additional years automatically without the need for any action by either party at the same rental rate. It is the intent of the parties that this lease shall be of perpetual duration unless canceled or terminated as provided herein.

SECTION 4 - ALTERATIONS AND IMPROVEMENTS

The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such

changes, improvements, alterations and additions to the demised premises as the Tenant may desire, provided, however, that any changes to the subject property shall be subject to Landlord's approval. All improvements that are made to the property shall become the property of the Landlord, free and clear of any claims of the Tenant.

#### SECTION 5 - FIXTURES

The Tenant may, on termination of this lease, remove from the said premises all shelving and other equipment which Tenant may have installed at its own expense in said premises or otherwise acquired, during the term of this lease. If the building on said premises shall be defaced by the removal of such equipment, Tenant shall repair the damages at its expense.

#### SECTION 6 - UTILITIES AND HEAT

The Tenant shall pay or cause to be paid all utilities, including, but not limited to, water, electrical, gas, telephone, sewer and sanitation charges incurred by it on said premises during the term of this Lease.

#### SECTION 7 - DAMAGE CLAUSE

Tenant shall maintain comprehensive casualty insurance on the subject premises in an amount not less than \$800,000.00, specifically naming Landlord as a loss payee.

#### SECTION 8 - INDEMNIFICATION AND INSURANCE

The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord harmless from all claims for

damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than \$1,000,000/\$1,000,000 specifically naming Landlord as a named insured.

#### SECTION 9 - MAINTENANCE AND REPAIRS

The Tenant shall maintain, keep and repair, at its expense, the electrical, plumbing, heating and air conditioning systems, the landscape and all exterior portions of the building, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of the building whether the same are on the interior or exterior, in a condition that is acceptable to the Landlord. In addition, the Tenant agrees that during the term hereof, or any extension or renewal hereof, it will keep the parking and receiving areas and landscaped areas in substantially the same condition as at the time of execution of this lease and will not allow the premises to become littered.

The Tenant shall keep, maintain and repair at its expense all interior portions of the building, except structural portions.

#### SECTION 10 - TENANT TO PAY FEES

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

#### SECTION 11 - SIGNS

Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, at any place on

the premises provided that such signs meet the requirements of local laws and regulations. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs.

#### SECTION 12 - TERMINATION AND SURRENDER OF POSSESSION

Either party to this agreement may terminate or cancel same by giving the other party six (6) months advance written notice of its intent to do so by sending the same by certified mail, return receipt requested, to the City Manager of Landlord or to the Board of Commissioners of Tenant, whichever the case may be. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

#### SECTION 13 - SUB-LEASING

Tenant shall not sublease the subject property without first securing the express written approval of Landlord.

#### SECTION 14 - WAIVER OF SUBROGATION

Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements

or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by and reimbursement made by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this section shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction as provided herein. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder <sup>9</sup>wives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant. This provision shall not be effective in the event that a waiver of subrogation endorsement is not available from the insurer at standard commercial rates.

SECTION 15 - LEASE BINDING

It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the Landlord and Tenant.

SECTION 16 - ENTIRE AGREEMENT

This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy W. Brown  
Unofficial Witness

Nancy W. Board  
Notary Public  
Notary Public, Henry County, Georgia  
My Commission Expires October 23, 1924

Signed, sealed and delivered in the presence of:

Samuel B. Craig  
Unofficial Witness

Franklin F. Albrecht  
Notary Public  
Notary Public, Henry County, Georgia  
My Commission Expires April 15, 1923

LANDLORD:

CITY OF STOCKBRIDGE

BY: W. Kelley (L.S.)

ATTEST: Nancy W. Brown (L.S.)

(Seal)

TENANT:

HENRY COUNTY

BY: James D. Jones (L.S.)

BY: \_\_\_\_\_ (L.S.)

(Seal)





**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: CEMETERY

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.): **Unincorporated Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
  
- Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Sales, Fees and Henry County General Funds
Hampton	Sales, Fees, and Municipal General Funds
Locust Grove	Sales, Fees, and Municipal General Funds
McDonough	Sales, Fees, and Municipal General Funds
Stockbridge	Sales, Fees, and Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: County: 770-288-6280/Cities: 770-957-3937      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**  
**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *City Prisoners*

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.): **Sheriff of Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibit A hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## **EXHIBIT A**

### **HOUSING OF CITY PRISONERS**

The City shall reimburse the Sheriff's Department of Henry County in the amount of \$37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *City Prisoners - Transport*

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

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Fund
Stockbridge	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibit A hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

**EXHIBIT A**

**TRANSPORTATION OF CITY PRISONERS TO CITY COURT  
AND DETENTION FACILITIES**

**City of Stockbridge and Henry County**

In consideration of the Sheriff Department of Henry County providing transportation to and from the City court and providing security of those prisoners to and from City court and during City court, the City of Stockbridge shall pay to Henry County the cost of the acquisition of a new Ford E350 15-person van plus prisoner holding equipment for the van. The parties agree that this van will be owned, operated and maintained by Henry County for the sole use of the Sheriff Department. The parties agree that the value of acquiring the vehicle has a service value of six years beginning January 1, 2010, and concluding December 31, 2016.

The Sheriff shall provide written specifications of the van to be purchased pursuant hereto. The order to purchase the van shall be made on or before January 1, 2010.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: CODE 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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge. Any City may opt in or opt out by giving the County notice on or before May 1 of each year. If a City elects to opt in, the County service shall begin July 1. If a City elects to opt out, County service shall terminate December 31.**
  
- Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Fines, Assessments and Henry County General Funds
Hampton	Fees, Fines, Assessments and Municipal General Funds
Locust Grove	Fees, Fines, Assessments and Municipal General Funds
McDonough	Fees, Fines, Assessments and Municipal General Funds
Stockbridge	Fees, Fines, Assessments and Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**  
**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Comprehensive Plan*

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.): Henry County

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

Local Government or Authority	Funding Method
Henry County	Countywide Revenues

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

See attached Exhibit A.

7. Person completing form: LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)  
 Phone number: County: 770-288-6280/Cities: 770-957-3937      Date completed: See cover agreement

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:

## EXHIBIT A

### Comprehensive Plan

A. **Joint Comprehensive Plan.** In accordance with O.C.G.A. §36-70, et. seq., the County and the Cities have developed a Comprehensive Plan for the entire County, including the municipalities, which was approved by the Georgia Department of Community Affairs (the "DCA") on July 29, 2009. The County and Cities agree to jointly maintain said Comprehensive Plan over the term of this Service Delivery Strategy Agreement.

B. **Annual Updates.** The County shall be responsible for initiating and preparing all required updates to the Comprehensive Plan. No later than one hundred twenty (120) days prior to the deadline for submittal of such updates to the DCA and the Atlanta Regional Commission ("ARC"), the County shall prepare and submit to the Cities the updates and/or reports required to be submitted. Each City shall review such updates and/or reports and either approve them as submitted, recommend changes, or provide necessary information for the completion thereof. Upon approval by each of the Cities, the County shall cause the updates and/or reports to be submitted to the DCA and ARC. In the event any City does not provide the County its changes and/or comments to the proposed update to the comprehensive plan within forty-five (45) days from the date of submittal thereof to the City, such City shall be deemed to have approved the update as submitted and the County may proceed with submittal thereof to the DCA and ARC.

1. Any City may prepare and submit its own annual updates to the comprehensive plan for the areas within its incorporated boundaries provided that it provides the County with advance

notice no later than the forty-five (45) day deadline set forth in the paragraph above. In which case, the County shall not submit an annual update to comprehensive plan to DCA and ARC on behalf of that City.

2. Annual updates include updates to the Short Term Work Program (the "STWP") and the Capital Improvements Elements of the comprehensive plan (the "CIE").
3. Each City may prepare and submit their own update provided that the cost of said update will be incurred by the City using Municipal Funds.

C. Joint Land Use Area. Exhibits A1-4 hereto attached shows the proposed City boundaries for each of the Cities. The area located between the existing City boundaries and the proposed City boundaries is known as the Joint Land Use Area. For land located within the Joint Land Use Area, the County shall provide the affected City with notice of any applications to change either or both the land use designation on the Future Land Use Map dated March 17, 2009, as amended April 20, 2009, and/or the zoning classification of property within said area. Such notice shall consist of a copy of the application and shall be provided to the affected City no less than thirty (30) days after filing.

D. Other Planning Studies. Other special studies which affect the implementation of the comprehensive plan, such as Nodal Plans and Livable Centers Initiative Studies ("LCI Studies") shall be performed by the local government whose land area is included within the study area. Where the study area includes incorporated and

unincorporated areas, the Parties agree to negotiate out the nature and terms of the study as well as the allocation of cost.

# Stockbridge

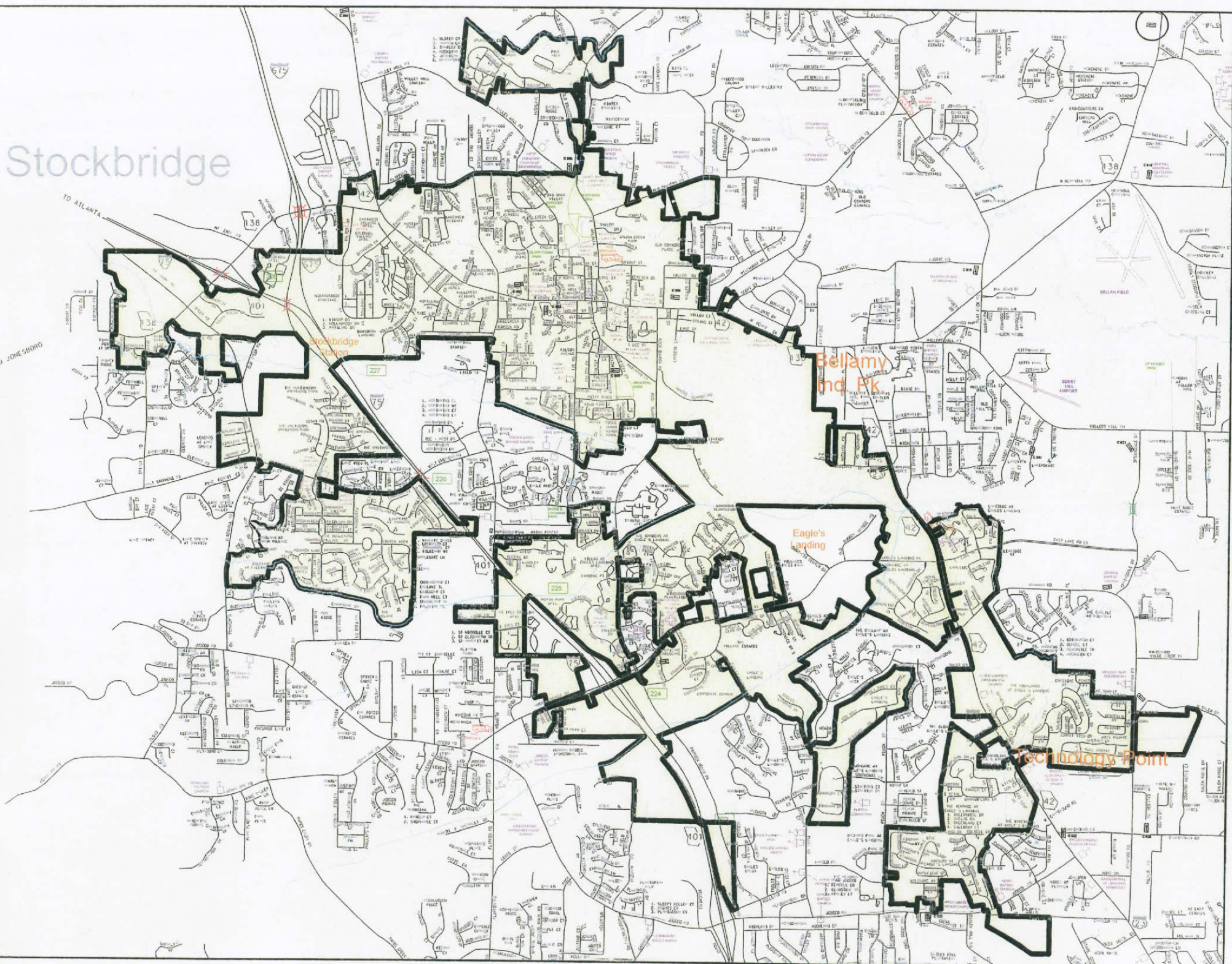
TO ATLANTA  
TO JONESBORO

Stockbridge Station

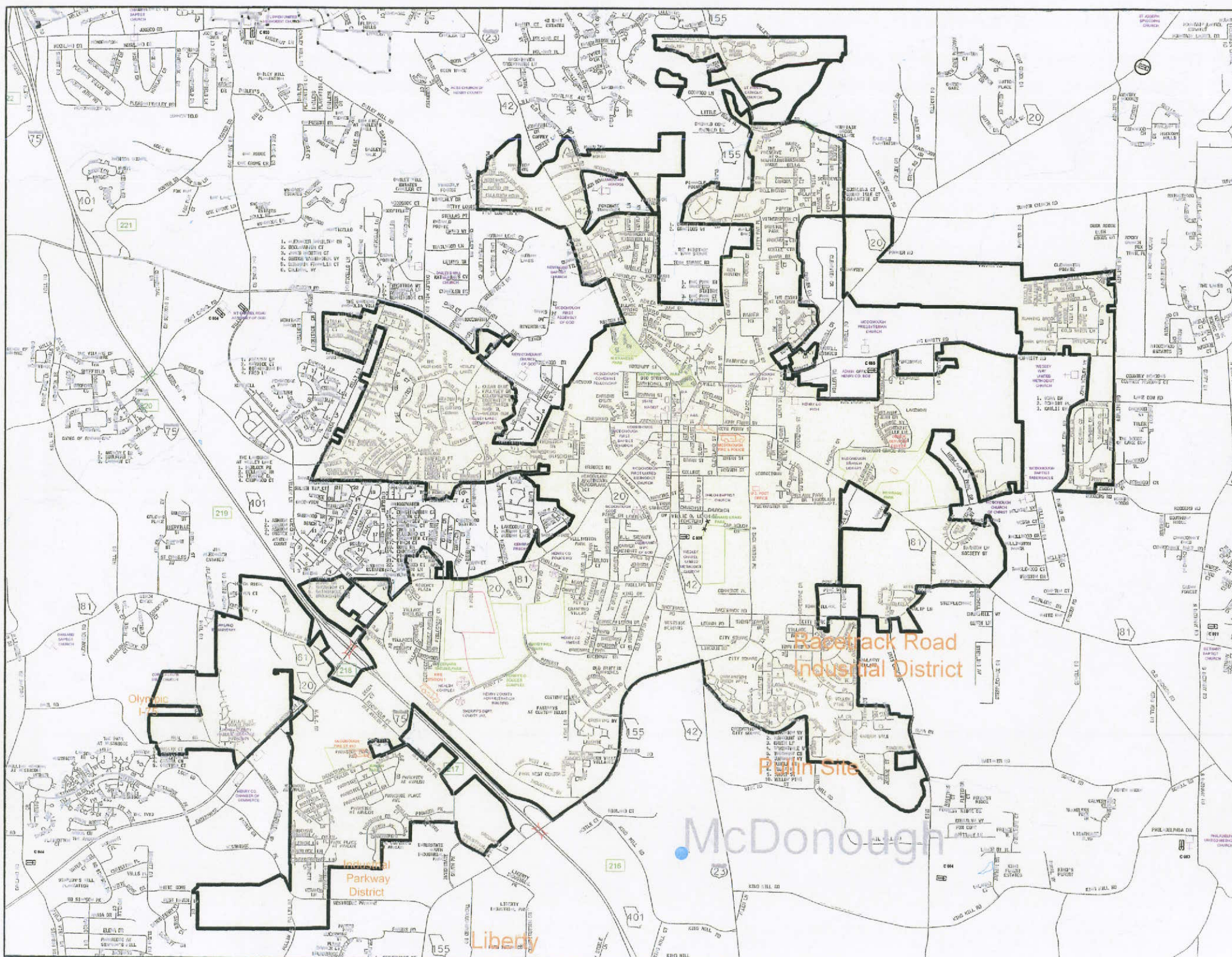
Bellamy Ind Pk

Eagle's Landing

Technology Point







Olympic I-75

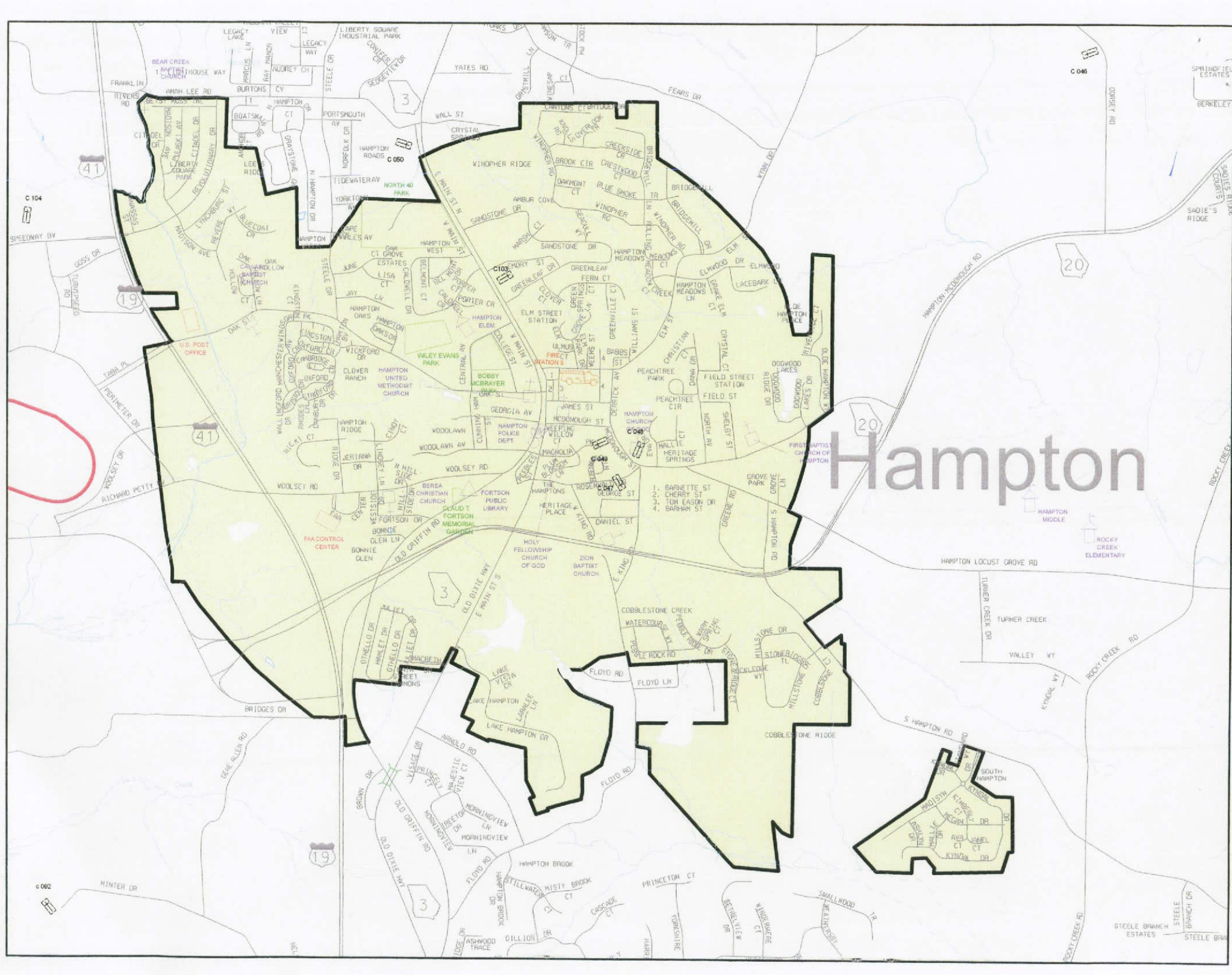
Industrial Parkway District

Liberty

Racetrack Road Industrial District

Pulpin Site

McDonough



# Hampton

C 104



41

19

41

19

C 062



3

3

3

C 046

20

20

STEELE BRANCH ESTATES

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

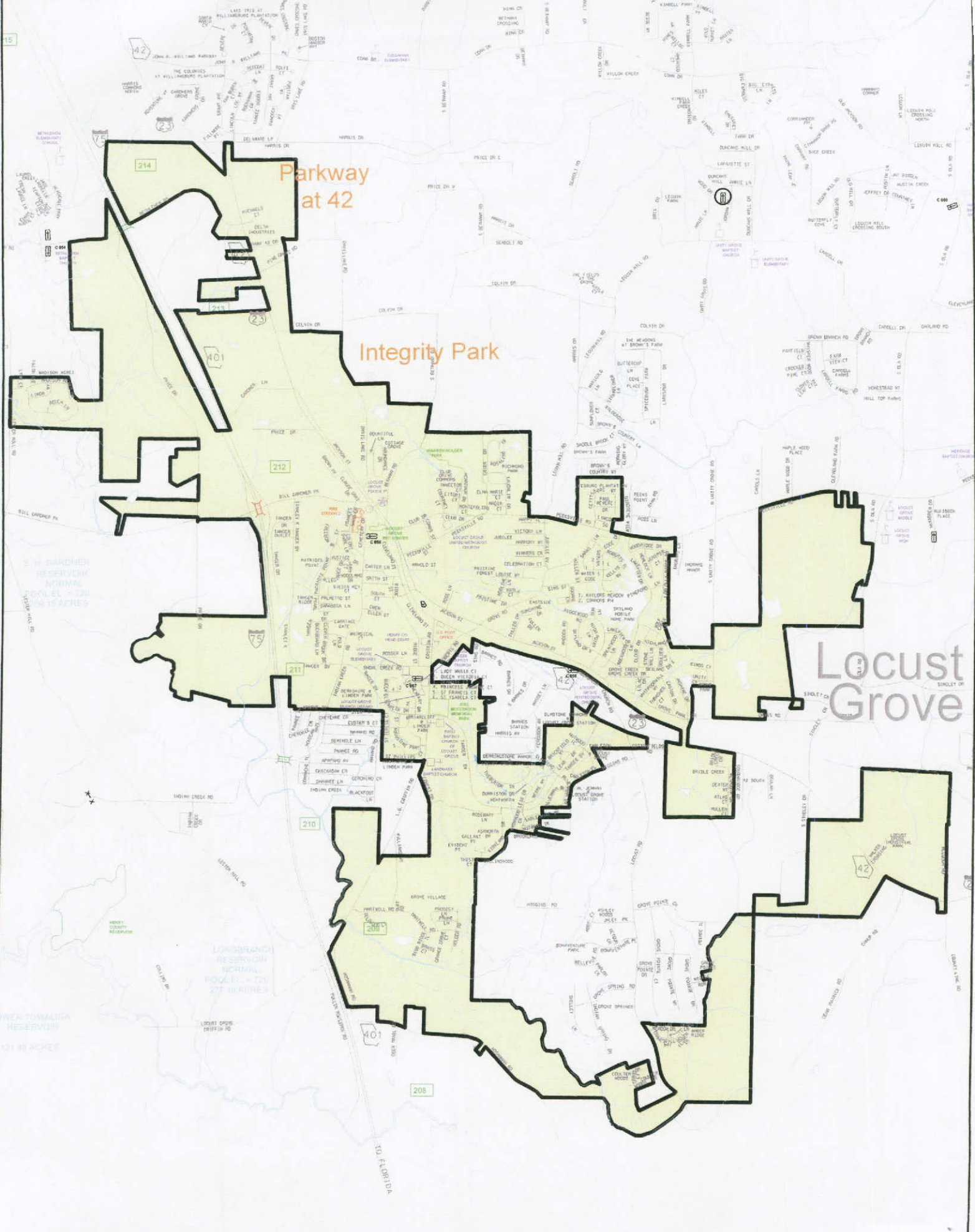
STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH

STEELE BRANCH



Parkway  
at 42

Integrity Park

Locust  
Grove

S.W. GARDNER  
RESERVOIR  
NORMAL  
POOL EL. = 128  
16.15 ACRES

LONGBRANCH  
RESERVOIR  
NORMAL  
POOL EL. = 125  
27.7 ACRES

RIVER TO WALRUS  
RESERVOIR  
21.48 ACRES



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: CORONER 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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

.....



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Courts/Indigent Defense - 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:  
**Municipal Courts of Hampton, Locust Grove, McDonough, Stockbridge**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Fees, Forfeitures, Fines and Muncipal General Funds
Locust Grove	Fees, Forfeitures, Fines and Muncipal General Funds
McDonough	Fees, Forfeitures, Fines and Muncipal General Funds
Stockbridge	Fees, Forfeitures, Fines and Muncipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: Courts/Indigent Defense - State and County Courts

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.): **Henry County Juvenile Court, Magistrate Court, Superior Court, State Court**
- 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Fines, Forefeitures with the balance paid by Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: COURT SECURITY, SERVICE OF PROCESS, SUBPOENAS

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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *DETENTION AND COLLECTION OF UNRESTRAINED ANIMALS AND RELATED CODE 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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fines and fees with balance paid for with Countywide Revenue

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

All Cities will adopt a uniform animal control ordinance authorizing Henry County to enforce said ordinance within each respective City within 90 days of agreement.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: DETENTION FACILITY

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.): **Henry County.**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Jail Construction Fund and Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibit A attached hereto.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

**EXHIBIT A**

**Detention Facility**

Henry County offers these services through the Henry County Sheriff's Department which provides a jail or detention facility to house prisoners. These services are provided for the unincorporated and incorporated areas of Henry County.

These services benefit both the residents of the unincorporated and incorporated areas of Henry County. As part of this service delivery strategy agreement, the parties agree that the Cities may house their municipal prisoners prior to trial and subsequent to sentencing in the Henry County Detention Facility for the fee set forth in the City Prisoner agreement.





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: DEVELOPMENT AUTHORITY - County

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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenue

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: DEVELOPMENT AUTHORITY - Independent City Authorities

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: **Hampton, Locust Grove, McDonough, Stockbridge**)

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Development Plan Review*

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.): **Henry County will be the service provider of development plan review services in unincorporated Henry County and within corporate boundary of the City of Stockbridge, and within the corporate boundary of the City of Hampton beginning January 1, 2010. The Cities of Locust Grove and McDonough will provide development plan review services within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said service**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Stockbridge, Hampton	Fees, Assessments, Countywide Revenues except Locust Grove, McDonough
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See attached Exhibits A and B.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### Development Plan Review

The Cities of McDonough and Locust Grove provide development plan review services to the incorporated areas of said cities. Property owners within the incorporated boundaries of said cities are entitled to an annual millage reduction based upon the formula set forth in Exhibit "B" hereto attached and made a part hereof.

Henry County shall provide development plan review services for the Cities of Hampton and Stockbridge as follows.

- A. Henry County shall be authorized to set off fees related to such service and shall retain all fees collected for providing such service and shall apply the same to the cost of said service.
- B. Such services shall be provided at the same level of service as that provided throughout unincorporated Henry County.
- C. Applications for development plan review services will be processed in the order in which they are received.
- D. No administrative variances shall be approved by county staff unless such variance has first been approved, in writing, by the City Manager and a copy of such written approval delivered to the county development plan review staff.
- E. The Director of the Development Plan Review Department shall be the City's designated contact person for questions or concerns related to development plan review issues and/or the services provided by the County.

## EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:ELECTIONS - Federal, State, County

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.):**Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenue

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: ELECTIONS - Municipal

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: **Hampton, Locust Grove, McDonough, Stockbridge. All cities reserve the right to contract with Henry County and/or the Henry County Board of Elections to provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Henry County and City of Hampton	7/10/07 until terminated
Intergovernmental Agreement	Henry County and City of Locust Grove	11/3/08 - 12/31/09
Intergovernmental Agreement	Henry County and City of McDonough	8/7/07 until terminated
Intergovernmental Agreement	Henry County and City of Stockbridge	7/9/07 until terminated

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

7. Person completing form:

Phone number:

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:

STATE OF GEORGIA  
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
HENRY COUNTY ("COUNTY")  
AND THE CITY OF MCDONOUGH ("CITY")  
RELATING TO SERVICES OF THE  
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")**

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said city, as Mayor of said City, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement, for the following purposes; and

**NOW, THEREFORE, the parties hereto mutually agree as follows:**

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

**Section 2.** Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_ and shall continue from year to year unless terminated as set out hereinafter.

**Section 3.** Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period and each party's obligations hereunder shall cease therewith.

**Section 4.** Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

**Section 5.** City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the services(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.

**Section 6.** Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each

election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election, to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

#### **Section 7. Compensation.**

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the Election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

**Section 8. Indemnity.**

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board of Elections or any person acting on its behalf.

(c) The City shall cause its attorney (the "City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 9. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

**Section 10. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 11. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 12. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 13. Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.



**Section 14. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 15. Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addressees shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

So agreed, this 7<sup>th</sup> day of August, 2007

Attest: Janis E. Price  
Janis E. Price, City Clerk

[SEAL]

CITY OF MCDONOUGH, GEORGIA  
BY: Billy Copeland (L.S.)  
BILLY COPELAND, Mayor

Attest: Shay Mathis  
Shay Mathis, County Clerk

[SEAL]

HENRY COUNTY, GEORGIA  
BY: Jason T. Harper (L.S.)  
JASON T. HARPER, Chairman  
Henry County Board of Commissioners

Attest: Janet Shellnutt  
Janet Shellnutt, Director

[SEAL]

HENRY COUNTY BOARD OF  
ELECTIONS AND REGISTRATION  
BY: Eddie Cardell (L.S.)  
EDDIE CARDELL, Chairman

STATE OF GEORGIA  
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
HENRY COUNTY ("COUNTY")  
AND THE CITY OF HAMPTON ("CITY")  
RELATING TO SERVICES OF THE  
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")**

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agreed as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this

Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*;  
and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

**Section 2. Term of Agreement.** The term of this Agreement shall commence on \_\_\_\_\_ and shall continue from year to year unless terminated as set out hereinafter.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period, and each party's obligations hereunder shall cease therewith.

**Section 4. Prerequisites to Performance.** The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

**Section 5. City's Obligations.** The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election; and

(b) Assist the Board and the County in providing security for each election.

**Section 6. - Scope of Services by Board.** The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

**Section 7. Compensation.**

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement

showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

**Section 8. Indemnity.**

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;

(c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 9. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

**Section 10. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 11. Arbitration.** The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 12. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 13. Governing Law.** This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 14. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

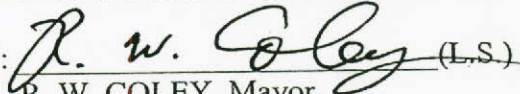
**Section 15. Notices.** All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the addresses appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this 10<sup>th</sup> day of July 2007.

Attest:   
Kim Drinkall, City Clerk

[SEAL]

**CITY OF HAMPTON, GEORGIA**

BY:  (L.S.)  
R. W. COLEY, Mayor

Attest:   
Shay Mathis, County Clerk

[SEAL]

**HENRY COUNTY, GEORGIA**

BY:  (L.S.)  
JASON T. HARPER, Chairman  
Henry County Board of Commissioners

Attest:   
Janet Shellmutt, Director

[SEAL]

**HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION**

BY:  (L.S.)  
EDDIE CARDELL, Chairman

STATE OF GEORGIA  
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
HENRY COUNTY ("COUNTY")  
AND THE CITY OF STOCKBRIDGE ("CITY")  
RELATING TO SERVICES OF THE  
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")**

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agreed as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this

Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*;  
and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(c) The Board has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

**Section 2.** Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_ and shall continue from year to year unless terminated as set out hereinafter.

**Section 3.** Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day written notice. If notice to terminate is given, the County will continue to provide the contracted services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period, and each party's obligations hereunder shall cease therewith.

**Section 4.** Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

**Section 5.** City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.



**Section 6.** Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;

(c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

**Section 7.** Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses

and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

**Section 8. Indemnity.**

(a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement.

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;

(c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 9. Modification.** The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

**Section 10. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 11. Arbitration.** The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 12. Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 13. Governing Law.** This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 14. Severability.** Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

**Section 15. Notices.** All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the addresses appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this 9<sup>th</sup> day of July 2007.

Attest: Merle Manders  
Merle Manders, City Clerk

[SEAL]

**CITY OF STOCKBRIDGE, GEORGIA**

BY: R. G. Kelley (L.S.)  
R. G. KELLEY, Mayor

Attest: Shay Mathis  
Shay Mathis, County Clerk

[SEAL]

**HENRY COUNTY, GEORGIA**

BY: Jason T. Harper (L.S.)  
JASON T. HARPER, Chairman  
Henry County Board of Commissioners

Attest: Janet Shellnutt  
Janet Shellnutt, Director

[SEAL]

**HENRY COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

BY: Eddie Cardell (L.S.)  
EDDIE CARDELL, Chairman

RESOLUTION NO. 08-247

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN HENRY COUNTY AND THE CITY OF  
LOCUST GROVE FOR CONDUCTING MUNICIPAL ELECTIONS**

---

**WHEREAS**, the Henry County Board of Elections is authorized to provide election services to municipalities within Henry County (the "County") under Georgia law; and

**WHEREAS**, the City of Locust Grove (the "City") has requested the services of the Henry County Board of Elections to conduct such municipal elections; and

**WHEREAS**, Henry County, by and through the Henry County Board of Elections, desires to assist the City with municipal elections held by the City; and

**WHEREAS**, the City and the County have determined that providing such assistance is in the best interests of its citizens because it is more economical to allow the Henry County Board of Elections to conduct the City's elections;

**NOW THEREFORE**, be it resolved that the Chairman is hereby authorized to execute, on behalf of the County, an Intergovernmental Agreement between the City, the County and the Henry County Board of Elections, a copy of which is attached hereto as Exhibit "A".

**BE IT SO RESOLVED** this 17<sup>th</sup> day of November, 2008.



RANDY STAMEY, CHAIRMAN  
Henry County Board of Commissioners

ATTEST:

  
Shay Mathis, County Clerk

STATE OF GEORGIA  
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
HENRY COUNTY (“COUNTY”) AND THE CITY OF LOCUST GROVE  
 (“CITY”) RELATING TO SERVICES OF THE HENRY COUNTY BOARD  
 OF ELECTIONS AND REGISTRATION (“BOARD”)**

**WHEREAS**, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

**WHEREAS**, the City lies within Henry County; and

**WHEREAS**, the City is required to conduct municipal elections from time to time for the purpose of electing individuals to serve on the city council of said City, as Mayor of said City, special referenda, bond issues or called special elections; and

**WHEREAS**, the Board is authorized to provide election services to the City under O.C.G.A. §21-2-40(b); and

**WHEREAS**, the City requests the services of the Board to conduct such municipal elections; and

**WHEREAS**, O.C.G.A. §36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter into this Agreement for the following purposes;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**Section 1. Representations of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §50-14-1 et seq.; and

- (b) The County has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §50-14-1 et seq.; and
- (c) The Board has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §50-14-1 et seq.

**Section 2. Term of Agreement.** The term of this Agreement shall commence on January 1, 2009 and shall continue until December 31, 2009, unless terminated as set out hereinafter.

**Section 3. Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon one 60-day, written notice. If notice to terminate is given, the County will continue to provide the contracted services to the City for all services given through the end of the day of the 60-day period. This Agreement shall then terminate and expire on the final day of the 60-day period, and each party's obligations hereunder shall cease therewith.

**Section 4. Pre-Requisites to Performance.** The City shall adopt an ordinance authorizing the Board to conduct elections, and the municipality may request the County to perform any of the following:

- (a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;
- (b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or
- (c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

**Section 5. City's Obligations.** The City shall adopt ordinances or resolutions to accomplish the following:

- (a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;
- (b) Designate the location for all voting precinct(s); and
- (c) Assist the Board and the County in providing security for each election.

**Section 6. Scope of Services by Board.** The Board shall provide any and all services required to conduct, manage and supervise the 2009 municipal election for the City, unless terminated as set forth herein, in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places after consultation with the City, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;
- (c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;
- (d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;
- (e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;
- (f) The Board shall count the votes of said election in the manner required by law;
- (g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint Election Managers and Clerks to supervise and hold the municipal election.

**Section 7. Compensation.**

- (a) For the term of this Agreement, the City shall pay to the County a sum not to exceed \$6,000.00 for the services specified in Section 6, including all expenses and charges
- (b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). Said statement shall specify the amount to be paid by the City for the services performed by the County in accordance with this agreement, not to exceed the amount specified in paragraph (a) of this section. The City shall remit payment within 30 days after receipt of the County's statement provided for in this paragraph (b) of this section.

**Section 8. Indemnity.**

- (a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement;
- (b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;
- (c) The City shall cause its attorney (“City Attorney”) to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

**Section 9. Modification.** The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §50-14-1 et seq.

**Section 10. Entire Agreement.** This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 11. Arbitration.** The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1, et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

**Section 12. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 13. Governing Law.** This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 14. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or



the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**Section 15. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the addresses appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party; notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this day of 3 November 2008.

**CITY OF LOCUST GROVE, GEORGIA**

BY: *Lorene M. Lindsey*  
LORENE M. LINDSEY, Mayor  
3644 Highway 42  
Post Office Box 900  
Locust Grove, Georgia 30248  
(770) 954-1233 facsimile

Attest: *Theresa Breedlove*  
Theresa Breedlove, City Clerk  
[SEAL]

**HENRY COUNTY, GEORGIA**

BY: *Randy Stamey*  
RANDY STAMEY, Chairman of Henry  
County Board of Commissioners  
140 Henry Parkway  
McDonough, Georgia 30243  
(770) 288-6001 facsimile

Attest: *Shay Mathis*  
Shay Mathis, County Clerk  
[SEAL]

**HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION**

BY: Eddie Cardell  
EDDIE CARDELL, Chairman of Henry  
County Board of Elections and  
Registration  
66 Veteran's Drive  
McDonough, Georgia 30252  
(770) 288-6468 facsimile

Attest: Janet Shellnutt  
Janet Shellnutt, Director  
[SEAL]

# Henry County

## EXECUTIVE SUMMARY

### BOARD OF COMMISSIONERS MEETING

DIVISION: **Board of Elections**

Meeting Date:

**November 17, 2008**

Department Requesting Agenda Item:

**Board of Elections**

Action Type:

Action requested by BOC

For informational purposes only

Attachments/Exhibits for Agenda Item:

**Resolution and Intergovernmental Agreement**

Presenter: **Janet Shellnut, Elections Supervisor, Board of Elections**

Agenda Item:

**Resolution To Approve Intergovernmental Agreement Between Henry County and the City of Locust Grove For Conducting Municipal Elections**

Background/Summary:

The City of Locust Grove has requested that the Henry County Board of Elections conduct municipal elections during the calendar year 2009 (January 1, 2009 through December 31, 2009).

The Board of Elections would like to assist in this regard but would require compensation from the City in the amount of \$6,000.00 to cover the cost of providing this service.

Approval from the Board of Commissioners is requested authorizing approval of the attached Resolution and Intergovernmental Agreement. The County Attorney's Office has reviewed the Agreement.

The City approved the Intergovernmental Agreement on November 3, 2008.

Additional Comments / Recommendation:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: ELECTRIC

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:  
Hampton

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Fees, Assessments and Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: EMERGENCY COMMUNICATIONS (911)

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

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

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees and Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: County: 770-288-6280/Cities: 770-957-3937      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: EMERGENCY MANAGEMENT

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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees and Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See attached Exhibit A. Henry County, Henry County Sheriff's Department, Hampton, Locust Grove, and McDonough, each City having police departments, agree to provide mutual law enforcement aid in accordance with State Law, O.C.G.A. § 36-69-1, et. seq. Furthermore, Henry County and Henry County Fire Department and McDonough, said city having its own fire department, agree to provide mutual fire protection and emergency response in accordance with State Law O.C.G.A. § 36-69-1, et. seq.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: County: 770-288-6280/Cities: 770-957-3937      Date completed: See cover agreement

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:

## MUTUAL AID AGREEMENT

TO PROVIDE A METHOD OF INTRA-COUNTY RESPONSE TO LOCAL EMERGENCIES; TO PROVIDE FOR EXCHANGE OF EMERGENCY SERVICE PERSONNEL BETWEEN LOCAL JURISDICTIONS DURING EMERGENCIES.

WHEREAS, the Board of Commissioners of Henry County, Georgia ("County"), along with the various officials of the intra-county municipalities and agencies recognize the rapid growth of population and business enterprises in the County; and

WHEREAS, from time to time, local emergency situations may arise which require aid and assistance from the various City and County agencies; and

WHEREAS, the aforementioned various City and County officials acknowledge emergency aid from one district or jurisdiction within the County to another may be necessary to protect the public and property; and

WHEREAS, the "Georgia Mutual Aid Act" provides a vehicle by which the citizens of Henry County, Georgia may be better protected and served in local emergency situations; and

WHEREAS, the aforementioned City and County officials for Henry County, Georgia are authorized to permit the use of their emergency organizations, including personnel and equipment for mutual aid; and

WHEREAS, these agencies of Henry County, Georgia desire to provide the best possible protection for the citizens of Henry County, Georgia;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Georgia in conjunction with the various officials of the municipalities of Henry County, hereby acknowledge, recognize and adopt the "Georgia Mutual Aid Act" as provided in O.C.G.A. Chapter No. 69 as a vehicle to provide emergency services for the citizens of Henry County, Georgia; and

BE IT FURTHER RESOLVED, that the County Manager or the Chief Executive Officer of Henry County, Georgia is hereby authorized and directed to commit County personnel, equipment and facilities for the purpose of providing mutual aid during local emergencies as contemplated by the "Georgia Mutual Aid Act".

BE IT FURTHER RESOLVED, that the various county municipalities, those serving as Mayors and Chiefs of Police of the various county municipalities be directed to commit City personnel, equipment, and facilities of providing mutual aid during local emergencies as contemplated by the "Georgia Mutual Aid Act".



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: EMERGENCY MEDICAL SERVICES (EMS)

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

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees and Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Environmental Health and Health Department*

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.): **Henry County**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: FIRE PROTECTION

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

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

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

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

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

Other (If this box is checked, **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.): **Henry County will be the service provider of fire protection services in unincorporated Henry County and within corporate boundaries of the cities of Hampton, Locust Grove, and Stockbridge. The City of McDonough will provide fire protection within its own corporate boundaries. The City of McDonough reserves the right to contract with Henry County to provide said service.**

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Locust Grove, and	Countywide Revenues except McDonough
Stockbridge, and Hampton	Countywide Revenues except McDonough
McDonough	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

Property owners within the incorporated boundaries of the City of McDonough are entitled to an annual millage reduction from their County tax invoice based upon the formula set forth in Exhibit A-III hereto attached. The Automatic aid agreement dated July 19, 2004 attached hereto as Exhibit A-I and made a part hereof between the County and City of McDonough will remain in full force and effect.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



EXHIBIT A

**CITY OF MCDONOUGH AND HENRY COUNTY, GEORGIA  
FIRE SERVICE AGREEMENT**

The Agreement entered into between the City of McDonough (the "City") and Henry County, Georgia (the "County"), a copy of which is hereto attached, marked Exhibit I shall remain in full force and effect; and

1.

The parties agree that a committee shall be formed on or before December 15, 2009 that will consist of the following seven (7) persons:

- One (1) County Commissioner appointed by the Board of Commissioners;
- James (Butch) Sanders, Henry County manager or his designee;
- Bill Lacy, Chief of the Henry County Fire Department, or his designee;
- Hon. Billy Copeland, Mayor of the City of McDonough or his designee;
- Billy Beckett, City of McDonough City Administrator or his designee;
- Steve Morgan, McDonough Fire Chief or his designee;
- One (1) Henry County citizen agreed to by the parties.

2.

The committee shall meet on or before December 20, 2009 and establish a meeting schedule for the months of January, February and March of 2010.

3.

The meetings will be called for the purpose of discussing the advantages and disadvantages of consolidation of the McDonough Fire Department with the Henry County Fire Department.

4.

A written report will be made to both public bodies on or before April 1, 2010 and a final decision concerning consolidation will be made by the public bodies on or before May 15, 2010.

5.

The following recommendations shall be contained in the report:

- a. Date of consolidation, if recommended.
- b. Employment of City fire fighters and related employees by Henry County.
- c. Employee benefits.
- d. Value of the assets of the City's fire department.
- e. Acquisition of the City's assets by Henry County.

6.

The City agrees that the fire services being provided by the County to the City requires an adjustment in the property taxes to be paid by the property owners located in the City to the County for providing said service. The total amount of property tax will be determined as if the County was providing said service to the City according to the formula set forth in Exhibit III hereto attached and incorporated herein. Only 20 percent (20%) of said amount shall be paid by the City tax payers in 2010, 30% for the year 2011, and 40% for the year 2012. The balance for each year shall be shown as a millage rate rollback in ad valorem taxes for City property tax payers on their tax bills.

7.

In the event that consolidation occurs, the millage rollback shall terminate the taxable year following the year in which the fire departments are consolidated.

8.

If consolidation is not agreed to by the parties on or before October 1, 2010, the automatic aid agreement attached hereto marked Exhibit I shall terminate and the Mutual Aid Agreement hereto attached marked Exhibit II shall automatically become effective without any further action of the parties hereto.

**EXHIBIT I**

**Fire Service Agreement**

RESOLUTION NO. 04- 286

RESOLUTION OF THE HENRY COUNTY  
BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AUTOMATIC AID  
AGREEMENT WITH THE CITY OF MCDONOUGH  
CONCERNING FIRE AND EMERGENCY RESPONSES

---

WHEREAS, the Henry County Fire Department is charged with the responsibility of providing fire protection in all unincorporated areas of Henry County; and,

WHEREAS, the McDonough Fire Department is charged with the responsibility of providing fire protection in the incorporated areas of the City of McDonough; and,

WHEREAS, both departments acknowledge the need for mutual and automatic response to fires and other emergencies; and,

WHEREAS, in order to provide the citizens of both jurisdictions the most prompt and proficient services regarding fire and emergency service, a memorandum of understanding has been drafted to formalize mutual and automatic fire and emergency responses that will mutually benefit both jurisdictions; and,

NOW, THEREFORE, BE IT RESOLVED the Henry County Board of Commissioners agrees to enter into an automatic aid agreement with the City of McDonough regarding fire and emergency response to enhance these capabilities to the citizens of both jurisdictions.

This 19<sup>th</sup> day of July, 2004

HENRY COUNTY BOARD OF COMMISSIONERS

By: Leland Maddox  
Leland Maddox, Chairman

ATTEST:

Susan B. Craig  
Susan B. Craig, County Clerk

**MEMORANDUM OF UNDERSTANDING (MOU)  
REGARDING AUTOMATIC AID BETWEEN THE HENRY  
COUNTY FIRE DEPARTMENT AND THE MCDONOUGH FIRE  
DEPARTMENT**

For and in consideration of the mutual benefits to both parties, the City of McDonough, Georgia, and Henry County, Georgia hereby enters into the following agreement:

The City of McDonough, Georgia Fire Department agrees to respond to all fires and emergency alarms on a first alarm basis to the areas outside the city limits of McDonough west and southwest of Interstate 75 to the following boundaries: south on Georgia Highway 155 to Hampton-Locust Grove Road, west to Strickland Road, west on Georgia Highway 20 to New Morn Road, west on Georgia Highway 81 to New Morn Road. Also those areas outside of the city limits of McDonough east on Georgia Highway 20 to Airline Road, east on McGarity Road to Airline Road, east on Georgia Highway 81 to Bethany Road, south on Georgia Highway 42 to Wise Road. Said area of first response for McDonough Fire Department shall include all the areas included inside the perimeters of that area between the furthest points listed from the city limits back to the city limits and is outlined on the attached map of the area.

As a reciprocal benefit to the city, the Henry County Fire Department agrees to respond to all fires and emergency calls on a first alarm basis to all areas within the city limits of McDonough west of the Norfolk-Southern Railroad tracks to Interstate 75 on Jonesboro Road, Hampton Street (Georgia Highways 20/81), and Georgia Highway 155 and all areas within these boundaries. Additionally, Henry County Fire Department agrees to respond its nearest engine, squad, and ambulance to any residential fire within the city limits of McDonough and to respond its nearest engine, ladder, squad, and ambulance to any commercial, apartment, or industrial fire within the city limits. The county will dispatch additional units on a mutual aid basis to assist in controlling emergencies inside the city of McDonough.

**DISPATCH PROCEDURES**

Henry County Communications will dispatch all fire units, regardless of governing jurisdictions, through a single console in the dispatch center utilizing the Henry County Fire Department's radio frequencies. All radio transmissions will be plain language; no codes or signals will be utilized. This will enhance communications and interoperability between the departments and eliminate confusion.

**COMMUNICATIONS**

Emergency communications will be conducted utilizing the Henry County Fire Department's radio frequencies. Units will conduct emergency scene communications through the Henry County Fire Department's tactical frequencies. Plain language will be used by both departments. Routine radio traffic will be conducted over the respective

department's radio frequency. McDonough Fire Department's volunteer firefighters will be notified over the McDonough Fire Department's radio frequency.

### **INCIDENT COMMAND**

The first arriving unit will assess the situation, determine a course of action, and assume command of the situation. Command may be transferred as higher ranking personnel arrive on the scene. All units on the scene will operate on a single tactical radio frequency and a single incident command will be established. All communications pertaining to the incident shall be directed through this incident commander.

### **TRAINING**

Quarterly training sessions will be conducted and scheduled to coincide with the twenty-four hour shift schedule. These training sessions are to be held in order to be compliant with Insurance Services Organization (ISO) regulations, and to ensure personnel from both departments are familiar with the operations of each department.

### **LIABILITY**

Both jurisdictions extend its liability as follows: If an incident occurs such as personnel injury or other liability, if the employee is employed by the City of McDonough or if the property involved belongs to the City of McDonough, any liability will accrue to the City of McDonough. If the employee is employed by Henry County or if the property involved belongs to Henry County, any liability will accrue to Henry County. The above shall extend to volunteer firefighters that are listed members of either jurisdiction. The above is agreed to regardless of what physical jurisdiction an incident shall occur in.

### **REVIEW**

It is agreed that the Fire Chiefs of the City of McDonough and Henry County shall meet with the Henry County Director of Emergency Communications periodically to review and revise response districts to ensure the quickest and most efficient response to emergencies.

### **TERMINATION**

This agreement shall remain in effect until superceded by an alternate agreement or either party can elect to void this agreement by giving written notice at least thirty days in advance of termination date.

All other agreements in conflict with this document are hereby declared null and void.

This agreement entered into this 19<sup>th</sup> day of July, 2004.

Henry County, Georgia

City of McDonough, Georgia

Leland McElroy  
Chairman  
Henry County Board of Commissioners

Comanagh  
Public Safety Director, Henry County

Bayless  
Fire Chief, Henry County

Director of Emergency Communications  
Director of Emergency Communications

Richard Craig  
Mayor  
City of McDonough

James E. ...  
City Manager  
City of McDonough

Wendell Crockett  
Fire Chief, City of McDonough

ATTEST:

Smoran Craig  
County Clerk

**EXHIBIT II**

**Mutual Aid Agreement**



## MUTUAL AID AGREEMENT

### HENRY COUNTY, GEORGIA AND CITY OF MCDONOUGH, GEORGIA

TO PROVIDE A METHOD OF INTRA-COUNTY RESPONSE TO LOCAL EMERGENCIES; TO PROVIDE FOR EXCHANGE OF EMERGENCY SERVICE PERSONNEL BETWEEN LOCAL JURISDICTIONS DURING EMERGENCIES.

WHEREAS, the Board of Commissioners of Henry County, Georgia ("County"), along with the officials of the City of McDonough ("City") recognize the rapid growth of population and business enterprises in the County; and

WHEREAS, from time to time, local emergency situations may arise which require aid and assistance from the City and County agencies; and

WHEREAS, the aforementioned City and County officials acknowledge emergency aid from one district or jurisdiction within the County to another may be necessary to protect the public and property; and

WHEREAS, the "Georgia Mutual Aid Act" provides a vehicle by which the citizens of Henry County, Georgia may be better protected and served in local emergency situations; and

WHEREAS, the aforementioned City and County officials for Henry County, Georgia are authorized to permit the use of their emergency organizations, including personnel and equipment for mutual aid; and

WHEREAS, these agencies of Henry County, Georgia desire to provide the best possible protection for the citizens of Henry County, Georgia;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Georgia in conjunction with the officials of the City of McDonough, Georgia, hereby acknowledge, recognize and adopt the "Georgia Mutual Aid Act" as provided in O.C.G.A. Chapter No. 69 as a vehicle to provide emergency services for the citizens of Henry County, Georgia; and

BE IT FURTHER RESOLVED, that the County Manager or the Chief Executive Officer of Henry County, Georgia is hereby authorized and directed to commit County personnel, equipment and facilities for the purpose of providing mutual aid during local emergencies as contemplated by the "Georgia Mutual Aid Act".

BE IT FURTHER RESOLVED, that the officials of the City of McDonough, Georgia, those serving as Mayor and Chief of Police be directed to commit City personnel, equipment, and facilities of providing mutual aid during local emergencies as contemplated by the "Georgia Mutual Aid Act".

**EXHIBIT III**

**Formula**

CITY OF MCDONOUGH, GEORGIA  
FORMULA FOR MILLAGE RATE ROLLBACK FOR FIRE SERVICES

EMS / FIRE DEPT - PRIOR FISCAL YEAR		20,238,245
LESS PRIVATE PAY USER FEES -		
INSURANCE PREMIUM TAXES		4,714,473
FIRE SERVICES		141,690
NET		15,382,082
PERCENTAGE OF ADVALOREM TAXES VS TOTAL REVENUES		58.12%
TOTAL	A	8,940,066
ONE MILL OF TAX FOR PRECEDING YEAR	B	6,776,901
GROSS ROLLBACK (A / B)		1.3192
LESS AGREED UPON PERCENTAGE		80.00%
NET ROLLBACK		1.0554

THE IMMEDIATE PRIOR YEAR ACTUAL AMOUNTS SHOULD BE  
USED IN THE ABOVE FORMULA.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *GIS and Mapping 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.): **Henry County will provide GIS services and Mapping services to the unincorporated area of Henry County and to the Cities of McDonough and Hampton. The Cities of Locust Grove and Stockbridge will provide GIS and Mapping services for their respective city.**

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

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Hampton, McDonough	Countywide Revenues except Locust Grove and Stockbridge
Locust Grove	Municipal General Fund
Stockbridge	Municipal General Fund

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

The Henry County GIS Department provides mapping and mapping-related services for unincorporated Henry County. Certain of those services, specifically map layers for parcels, transportation, elections, community facilities, political boundaries, land use, and special districts, fly-over aerial photographs, water and sewer lines and other water and sewer appurtenances, electrical distribution lines and other electrical distribution appurtenances, and annexations shall be made available to each of the municipalities within Henry County upon request at no charge.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibits A and B attached hereto. The property owners within the incorporated area of the Cities of Locust Grove and Stockbridge are entitled to an annual millage reduction based upon the formula set forth in Exhibit B hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### GIS AND MAPPING SERVICES

The Cities of Locust Grove and Stockbridge provide GIS and Mapping services to the incorporated area of said Cities. Property owners within the incorporated boundaries are entitled to an annual millage rate reduction based upon the formula set forth in Exhibit B hereto attached.

Henry County is providing GIS and Mapping services for the Cities of Hampton and McDonough under the following conditions.

- A. Henry County shall be allowed to retain all fees collected for providing such service and shall apply such fees to the cost of said service.
- B. Applications for GIS and Mapping services will be processed in the order in which they are received.
- C. Such services shall be provided at the same level of service as that provided throughout unincorporated Henry County.
- D. The Henry County GIS Department shall be the City's designated contact person for questions or concerns related to GIS and Mapping service issues and/or the services provided by the County.
- E. No administrative exceptions to standard GIS Department rules, policies or ordinances shall be approved by county staff unless such exception has first been approved, in writing, by the City Manager and a copy of such written approval delivered to the county Director of GIS services

## EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: HOUSING AUTHORITY

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: **McDonough and Hampton are presently providing said service. All cities reserve the right to establish a housing authority in their city.**)

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Fees, Assessments and Municipal General Funds
McDonough	Fees, Assessments and Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

\_\_\_\_\_



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: INVESTIGATION OF PUBLIC OFFICIALS

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.): Georgia Bureau of Investigation will investigate a complaint made by the County against a City official. Georgia Bureau of Investigation will investigate a complaint made by a City against a County official.

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Funds
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: LIBRARY 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.): **Henry County.**

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: PARK CONSTRUCTION AND MAINTENANCE

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

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

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

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

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

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibit A hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### PARK CONSTRUCTION AND MAINTENANCE

Active Park is defined as a baseball field, football field, soccer field, tennis court, etc.

Passive Park is defined as a picnic area, walking trail, nature observation area, etc.

The County will maintain and operate the Active Parks located within the incorporated and unincorporated areas of Henry County. The County will maintain and operate the Passive Parks located in the unincorporated areas of Henry County, and the Cities will maintain and operate the Passive Parks located in their respective incorporated area of Henry County ("City Parks").

If the County and City can agree to improvements to be made to City Parks, the City's portion of the cost for improvements will be thirty (30%) percent of the total cost of improvements and the County's cost for improvements will be seventy (70%) percent of the total cost of improvements.

If the County elects to build an Active Park in a City and such City approves the construction of the Active Park, the City's portion of the cost for said construction will be thirty (30%) percent of the total cost of construction and the County's cost for construction will be seventy (70%) percent of the total cost of construction. In the event that either the County or the City does not agree to the construction of such a new park or to a particular park improvement in an Active Park, then either entity may proceed with said park construction or improvement but the entire cost thereof shall be borne by the constructing or improving entity, unless otherwise agreed by the parties.



Insurance. City Parks shall be insured by the City. All other parks shall be insured by the County.

Police Security. City Parks shall be policed by the City. All other parks shall be policed by the County.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: PLANNING AND ZONING

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.): **Henry County will be the service provider of planning and zoning in unincorporated Henry County and within corporate boundaries of the Cities of Hampton and Stockbridge. The Cities of McDonough and Locust Grove will provide planning and zoning services within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said service.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Stockbridge, Hampton	Fees, Assessments and Countywide Revenues, except Locust Grove, McDonough
Locust Grove	Fees, Fines, Assessments and Municipal General Funds
McDonough	Fees, Fines, Assessments and Municipal General Funds

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

See attached Exhibit A.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibits A and B hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### PLANNING AND ZONING

The Cities of Locust Grove and McDonough provide planning and zoning services to the incorporated area of said City. Property owners within the incorporated boundaries are entitled to an annual millage rate reduction based upon the formula set forth in Exhibit "B" hereto attached and made a part hereof.

Henry County shall provide planning and zoning services for the Cities of Hampton and Stockbridge as follows.

- A. Henry County shall be authorized to set off fees related to such service and shall retain all fees collected for providing such service and shall apply the same to the cost of said service.
- B. Such services shall be provided at the same level of service as that provided throughout unincorporated Henry County.
- C. Applications for services will be processed in the order in which they are received.
- D. The Director of said Department shall be the City's designated contact person for questions or concerns related to planning and zoning issues and/or the services provided by the County.
- E. No administrative variances shall be approved by county staff unless such variance has first been approved, in writing, by the City Manager and a copy of such written approval delivered to the county staff.

EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: POLICE

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.): **Henry County will be the service provider of police services in unincorporated Henry County and within corporate boundaries of the City of Stockbridge pursuant to the referenced agreement. The Cities of Hampton, McDonough and Locust Grove will provide police services within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said service.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County & Stockbridge	Countywide Revenues except Hampton, Locust Grove and McDonough
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Law Enforcemnt Service Agmt	Henry County and City of Stockbridge	Upon Execution 6/30/___

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?

For the Cities of Hampton, Locust Grove, and McDonough, see Exhibits A and B attached hereto. If Hampton requires additional police services, and if the County agrees to provide such services, the same will be provided by the County at the annual hourly rate based on the formula shown in Exhibit "C" hereto attached and made a part hereof. For the City of Stockbridge, see Law Enforcement Service Agreement attached hereto as Exhibit "D". Henry County, Henry County Sheriff's Department, Hampton, Locust Grove, and McDonough, each City having police departments, agree to provide mutual law enforcement aid in accordance with State Law, O.C.G.A. § 36-69-1, et. seq.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**

Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

**EXHIBIT A**

**POLICE SERVICES**

The Cities of Hampton, Locust Grove and McDonough provide police services to the incorporated area of said Cities. Property owners within the incorporated boundaries are entitled to an annual millage rate reduction based upon the formula set forth in Exhibit B hereto attached.



EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).

## EXHIBIT C

HENRY COUNTY, GEORGIA  
 FORMULA FOR THE CALCULATION OF THE AVERAGE COST FOR  
 THE UNIFORM PATROL DIVISION PER PATROL OFFICER

	<u>2003 PRELIMINARY AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL COST INCLUDING OVERHEAD COST	5,964,713	3	11,365,652
NUMBER OF SWORN OFFICERS IN THE UNIFORM PATROL DIVISION	<u>122</u>		<u>145</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER	48,891.09		78,383.81
ANNUAL NUMBER OF WORK HOURS	<u>2,080</u>		<u>2,080</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER PER HOUR	<u>23.51</u>		<u>37.68</u>

HENRY COUNTY, GEORGIA  
 CALCULATION OF AVERAGE COST FOR THE UNIFORM PATROL DIVISION  
 PER PATROL OFFICER

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL COST INCLUDING OVERHEAD COST	5,964,713	3	11,365,652
NUMBER OF SWORN OFFICERS IN THE UNIFORM PATROL DIVISION	122		<u>145</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER	48,891.09		78,383.81
ANNUAL NUMBER OF WORK HOURS	<u>2,080</u>		<u>2,080</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER PER HOUR	<u>23.51</u>		<u>37.68</u>

HENRY COUNTY, GEORGIA  
UNIFORM PATROL'S COST INCLUDING COST INCLUDING OVERHEAD

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
DIRECT COST	5,958,149	4	11,084,166
GAS & DIESEL			<u>281,486</u>
TOTAL DIRECT COST			11,365,652
PUBLIC SAFETY DIRECTOR'S COST	6,564	5	0
OVERHEAD KPMG	<u>0</u>		<u>607,289</u>
TOTAL OVERHEAD COST	<u>6,564</u>		<u>607,289</u>
TOTAL	<u>5,964,713</u>		<u>11,972,941</u>

\* ALL GAS AND DIESEL IS BUDGETED IN POLICE ADMINISTRATION

HENRY COUNTY, GEORGIA  
BREAKDOWN OF PUBLIC SAFETY EXPENDITURES

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
PUBLIC SAFETY DIRECTOR	37,815	5	---
UNIFORM PATROL	<u>5,958,149</u>	3	<u>11,084,166</u>
POLICE ADMINISTRATION	2,270,878		1,965,338
CRIMINAL INVESTIGATION	1,070,952		2,739,508
SPECIAL SERVICES/NARCOTICS	431,160		916,904
SUPPORTING SERVICES	969,423		<u>1,319,860</u>
TOTAL OTHER POLICE DEPARTMENT	4,742,413		6,941,610
EMS/FIRE DEPT.	11,809,857		19,315,625
FIRE ADMINISTRATION	1,611,559		----
CIVIL DEFENSE	---		----
EMERGENCY COMMUNICATIONS	---		899,867
SHERIFF	3,717,621		8,430,572
JAIL OPERATIONS	5,202,239		12,098,815
PROBATION	5,212		----
COMM. SERV./EARLY RELEASE	373,469		316,491
CORONER	73,998		163,369
CODE ENFORCEMENT	828,040		393,751
ANIMAL CONTROL	----		<u>705,394</u>
TOTAL OTHER PUBLIC SAFETY	23,621,995		42,323,884
TOTAL PUBLIC SAFETY	<u>34,360,372</u>	<u>6</u>	<u>60,349,660</u>

HENRY COUNTY, GEORGIA  
 ALLOCATION OF PUBLIC SAFETY DIRECTOR'S EXPENDITURES

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL EXPENDITURES	5,958,149	4	11,084,166
TOTAL OTHER POLICE EXPENDITURES	4,742,413	4	6,941,610
TOTAL OTHER PUBLIC SAFETY EXP.	23,621,996	4	42,323,884
TOTAL ALL PUBLIC SAFETY EXP	34,322,5558		60,349,660
UNIFORM PATROL PERCENTAGE	117.359%		18.367%
PUBLIC SAFETY DIRECTOR EXPENDITURES	37,815	4	----
POLICE DEPARTMENT'S ALLOCATION OF PUBLIC SAFETY DIRECTOR'S EXPENDITURES	6,564	3	----

HENRY COUNTY DOES NOT HAVE A PUBLIC SAFETY DIRECTOR AT THIS TIME

HENRY COUNTY, GEORGIA  
 SUMMARY OF COUNTY EXPENDITURES  
 2003  
 PRELIMINARY  
 AUDIT

2010 BUDGET

	2003 PRELIMINARY AUDIT	PAGE <u>NUMBER</u>	<u>2010 BUDGET</u>
GOVERNMENT	9,992,830		16,574,946
JUDICIAL	7,185,412		14,594,639
PUBLIC SAFETY	34,360,373	4	60,349,660
PUBLIC WORKS	10,318,043		11,483,555
HEALTH AND WELFARE	2,758,914		5,619,360
CULTURE AND RECREATION	2,133,228		7,072,436
HOUSING AND DEVELOPMENT	3,807,970		3,888,745
DEBT SERVICE	2,967,640		----
OTHER USES	-----		<u>6,361,594</u>
TOTAL EXPENDITURES	73,524,410		125,944,935
LESS DEBT SERVICE	<u>(2,967,640)</u>		-----
TOTAL GENERAL FUND EXPENDITURES OF NET DEBT SERVICE	70,556,770		125,944,935



**EXHIBIT D**

STATE OF GEORGIA

COUNTY OF HENRY

**LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County") and the CITY OF STOCKBRIDGE, GEORGIA (hereinafter referred to as "City"), for the purpose of providing law enforcement services to the City and further providing for payment for those services:

NOW THEREFORE, it is agreed as follows:

1.

The County and the City form a special service district that will consist of the unincorporated area of Henry County and the incorporated area of the City of Stockbridge.

2.

The County shall provide the same level of police service to the City of Stockbridge as it does to the unincorporated area of Henry County; and

3.

Said service shall be paid by all funds that are generated from the providing of said service with the balance thereof being paid by a uniform levy of ad valorem taxes in the unincorporated and incorporated area of the special service district; and

4.

The City agrees to purchase the following higher level of police service from the County.

IN CONSIDERATION of the County providing two (2) full time police officers, 24 hours per day, 7 days per week, together with all equipment and transportation facilities needed for said officers to perform their police duties solely within the city limits of the City of Stockbridge, the City agrees as follows:

A. To renovate the old City Hall located at 4545 North Henry Boulevard, Stockbridge, Georgia 30281 and construct a building adjacent thereto and provide parking areas as shown on Exhibit A hereto attached and made a part hereof, which facilities shall be used as the Henry County, Stockbridge Precinct facilities. The County shall continue to use the existing facilities provided by the City until said renovations and additions are completed, which are contemplated to be completed on or before September 1, 2010. The County shall be responsible for the payment of all utilities, bills expressly authorized by the County, and liability and replacement cost insurance for the building and any improvements located thereon.

B. The City shall pay to the County for the year 2010 the sum of \$300,000.00 which sum shall be paid in four (4) equal quarterly installments beginning January 2010. Beginning 2011, the City shall pay to the County \$400,000.00, which sum shall be paid in four (4) equal quarterly installments beginning in January 2011. Beginning in 2012, the City shall pay to the County \$500,000.00, which sum shall be paid in four (4) equal quarterly installments beginning in January 2012, and each year thereafter until this Agreement is terminated.

5.

The City may purchase additional police patrol services from the County so that the City can provide a higher level of patrol police service in the City. The per officer cost shall be established based on the Henry County Bureau of Police Services audited budget for the uniform patrol police officers for the previous year. Said cost shall be based on the total cost of personnel, fringe benefits, and operating costs including mobile and portable equipment, divided by the number of authorized certified police officer positions in the Henry County Bureau of Police Services. The per officer cost will be determined based on the preceding fiscal year audited figure pursuant to the formula attached hereto as Exhibit B.

6.

The County is hereby authorized to enforce the Municipal Ordinances and Rules and Regulations of the City.

7.

The County shall supervise, maintain, and control all personnel which it supplies to perform policing under the terms of this Agreement, and shall exclusively own all equipment utilized in the performance of the policing activity set forth in this Agreement.

8.

All citations issued by said officers for violations of the traffic laws of the State of Georgia committed within the municipal limits of the City, and all citations issued for violations of Ordinances of the City, shall be tried in the Municipal Court for the City. The City shall retain all fines collected from its Municipal Court generated by the police services provided by Henry County.

9.

The City further agrees to pay all expenses for processing any court cases resulting from the issuance of citations pertaining to violations of the Ordinances of the City, including overtime pay for County police officers appearing in Municipal Court. The County shall maintain and keep records of said expense. Payment shall be made to the County within thirty (30) days of receipt of the bill.

10.

The County, by signature and approval of this document, does hereby provide written consent of the governing authority of the County authorizing the County to contract with the City for the purposes hereinbefore mentioned.

11.

Notwithstanding anything to the contrary set forth herein, this Agreement shall be automatically and immediately terminated in the event the County abolishes or ceases to operate the Henry County Bureau of Police Services and returns to the Sheriff of Henry County the responsibility of providing law enforcement services in Henry County.

12.

This Agreement shall commence on the date of execution thereon by the parties and shall expire December 31, 2014, unless prior written notice is given to the other party or on the expiration of the Service Delivery Strategy Agreement in effect between the County and the City of Stockbridge, whichever occurs first.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered  
In the presence of:

HENRY COUNTY, GEORGIA

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (L.S.)  
Chairman

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (L.S.)  
(SEAL)

Signed, sealed and delivered  
In the presence of:

CITY OF STOCKBRIDGE, GEORGIA

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (L.S.)  
Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (L.S.)  
(SEAL)

**EXHIBIT A**

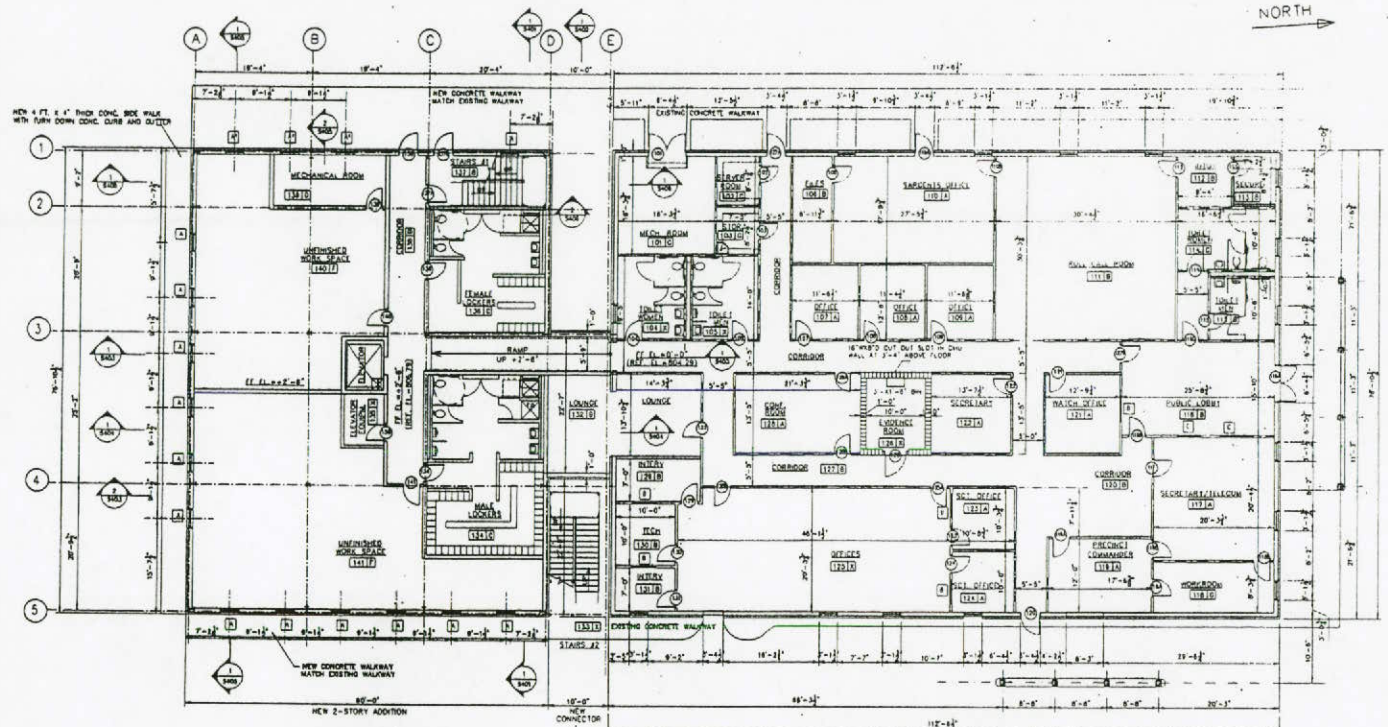


PROJ. NO.	
CAD FILE	
DATE	11-16-09
BY	
CHECKED	
DATE	
PROJECT	

NEW CONSTRUCTION FOR RENOVATION FOR:  
**HENRY COUNTY POLICE DEPARTMENT**  
**STOCKBRIDGE PRECINCT**  
 STOCKBRIDGE, GEORGIA

DRAWING NUMBER  
**A100**

**EXHIBIT A**  
 Page 1 of 2



**NEW ADDITION**  
**LOWER LEVEL FLOOR PLAN**  
 SCALE: 1/8"=1'-0"

**EXISTING BUILDING**  
**LOWER LEVEL FLOOR MODIFICATION PLAN**  
 SCALE: 1/8"=1'-0"

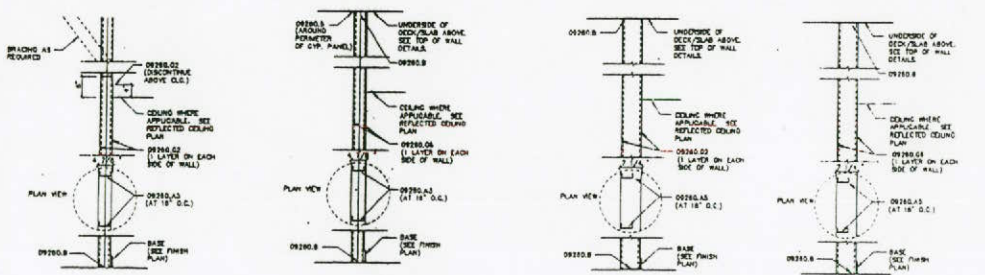
- WALL TYPE IN NEW BUILDING ADDITION**
- THE WALLS AT FOLLOWING LOCATIONS SHALL BE 4" GAW WALLS (CONCRETE CORNER, INTERIOR AND EXTERIOR WALLS, TOILETS AND LOCKER ROOMS, ELEVATOR SHAFT WALLS, ELEVATOR ROOMS AT EACH SIDE).
  - THE ABOVE GAW WALLS SHALL BE EXTENDED TO THE BOTTOM OF TIE-BEAMS OF METAL DECKING, TYPICAL UNLESS NOTED OTHERWISE.
  - THE ADDITIONAL WALL AT CHASE OPENINGS SHALL BE 4" GAW WALLS.
  - THE GAW WALL BETWEEN WITHIN AND BEHIND ROOM AT EXISTING BUILDING SHALL BE 4" GAW WITH 1/2" FIBER IN PLACE CONCRETE 1" INTO EXISTING CONC. SLAB.
  - THE GAW WALL BETWEEN ROOMS WITHIN AND BEHIND TOILETS SHALL BE 4" GAW WITH 1/2" FIBER IN PLACE CONCRETE 1" INTO EXISTING CONC. SLAB.
  - THE GAW WALLS SHOWN ON LIFE SAFETY PLAN SHALL BE ONE HOUR FIRE RATED.
  - THE REMAINING WALLS SHALL BE BUILT WITH 2" SP/20 GA. STUDS AT 16" WITH 5/8" GYPSUM BOARD AT EACH SIDE UNLESS NOTED OTHERWISE.
  - THE GAW WALL BETWEEN ROOM 100 AND MECHANICAL ROOM 100A AND ELEVATOR ROOM 100 SHALL BE BUILT WITH 2" SP/20 GA. METAL STUDS AT 16" WITH 5/8" GYPSUM BOARD AT EACH SIDE.
  - AT EXTERIOR FACE OF WALLS PROVIDE 1/2" EXTERIOR DECK BREATHING. EXTERIOR WALL STUDS SHALL BE TO BOTTOM OF BEAMS OR METAL DECKING, TYPICAL UNLESS NOTED OTHERWISE. THE CHASE BEAMS SHOWN ON LIFE SAFETY PLAN SHALL BE ONE HOUR FIRE RATED.
  - PROVIDE SOUND BATT INSULATION WITHIN THE METAL STUD WALLS OF THE NEW BUILDING AT ALL EXTERIOR WALLS. AT EXISTING BUILDING, PROVIDE SOUND BATT INSULATION WITHIN THE WALLS AND CORNERS AT ADDITION LOCATIONS IN THE INTERIOR ROOMS (100, 100A, AND 100B) AND ELEV. ROOM 100.
  - GAW WALLS TO BE TIED INTO COLUMNS AT 16" WITH TWO PEECE REBAR/STEEL TYPICAL.

**PARTITION NOTES**

- SEE FLOOR PLANS FOR LOCATION AND DETAIL.
- WHERE PARTITIONS IN THE SAME PLANE ARE SCHEDULED WITH VARYING THICKNESSES THROUGH THE LAYERS OF SYSTEM WALLBOARD, CONTRACTOR SHALL CHECK THE THICKNESS OF PREVIOUS PARTITION TO BE REMOVED. PARTITIONS IN THE SAME PLANE MUST BE FLUSH.
- ADJUST WALL THICKNESSES AS REQUIRED TO FLUSH BOTH SIDES OF NEW PARTITION WITH EXISTING ADJACENT PARTITION IN THE SAME PLANE.
- RUN IN AROUND ALL EXPOSED PIPES, CONDUIT AND DUCTWORK. WALLS SHALL BE ADJUSTED TO CLEAR PARTITION TOPS TO ALLOW ADJUSTMENT BY PARTITION MATERIAL.
- ALL NEW PARTITIONS SHALL BE 1/2" GYPSUM BOARD PARTITIONS SHALL BE FIRE RESISTANT TREATED.
- ALL NEW PARTITIONS SHALL BE FINISHED TO MATCH EXISTING RESTROOM WALLBOARD.
- ALL NEW CORRIDORS TO BE LOW IMPACT RESISTANT GYPSUM BOARD.
- WHERE STEEL BEAMS AND/OR JOISTS PENETRATE FIRE AND/OR SOUND RATED WALLS, PROVIDE TREATMENT AT INTERSECTION OF BEAM AND/OR JOIST AND METAL ROOF DECK.
- AT INTERSECTION OF A RATED WALL WITH RAISED OR NON-RATED FLOOR, THE HIGHER RESISTANCE (HIGHER RATED) WALL SHALL PASS THROUGH THE LOWER PARTITION WALL.
- OUTSIDE FACE OF INTERIOR DOOR FRAMES SHALL BE 1" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.
- SEAL ALL CONDUIT, PIPES, DUCTWORK, ETC. PASSING THROUGH FIRE RATED WALLS WITH APPROVED FIRE RATED WALLPAPER AS PER THE REQUIRED APPROVALS.
- ALL PARTITIONS SHALL CONFORM TO ALL IBC 1049 FOR FIRE PARTITION.
- CEILING PARTITIONS WHICH EXTEND TO STRUCTURE SHALL BE NOT ADJUST BEAMS, HEADERS, JOISTS OR DECKS AND BE CALLED WITH SEALANT AT RATED PARTITIONS.
- PROVIDE ALL LISTED SEALANTS.
- CORNER PARTITIONS, SOUND STOP PARTITIONS, HORIZONTAL CURT PARTITIONS, ETC. DIMENSIONED AND OTHER FIRE PARTITIONS AS REQUIRED BY BUILDING CODES SHALL BE DIMENSIONED AS 17" O.C. UNLESS IN A MANUALLY ACCESSIBLE TO THE AUTHORITY HAVING JURISDICTION. SUCH DIMENSIONING SHALL BE MADE AT ALL OCCASIONS AND CONCEALED SPACES, SUGGESTED WORKING CLEARANCE SHALL BE MAINTAINED THROUGHOUT ALL OPENINGS.
- WALLS SHOULD BE FINISHED TO MATCH EXISTING WALLS. MUST BE SEALED WITH SEALANT BY EITHER ONE OF THE FOLLOWING APPROACHES:  
 a. COVER THE BACK SURFACE OF THE BOARDS WITH SHEET CALK (FIRE-RESISTANT PRODUCT EQUIVALENT TO IC-BOND PC-50) FULLY PATCHED ON HALF OF IT PREVIOUS TO THE INSTALLATION OF THE BOARDS WITH SEALANT.  
 b. FULLY PATCHED TOUGH SEALANT AFTER HEARING.  
 c. CUT-OUT IN THE WALL BOARD FOR BOARDS SHOULD BE PROTECTED CALKED AND SEALED WITH AN EXPANDING POLYURETHANE FOAM SEALANT.
- SOIL.
- CONTRACTOR SHALL MAINTAIN ALL NAMES OF PARTITION FROM TO UNDERSIDE OF STRUCTURE WHICH WALLS ARE REMOVED.
- PROVIDE ALL HEAD-OF-WALL SYSTEM WITH 1/2" X 1/2" X 1/2" FOR ALL 1/2" WALL PARTITIONS. PROVIDE ALL HEAD-OF-WALL SYSTEM 1/2" X 1/2" X 1/2" FOR ALL 1/2" WALL PARTITIONS.

**MATERIALS KEYING**

<b>GENERAL MARKING</b>	
01000	MAJOR REINFORCEMENT AND ACCESSORIES
01001	REINFORCING BARS
01002	CONCRETE
01003	FORMS
01004	FORM LINERS
01005	FORM RELEASE AGENTS
01006	FORM BRACKETS
01007	FORM TIES
01008	FORM JOINTS
01009	FORM ACCESSORIES
01010	FORM TRUCKS
01011	FORM PUMPS
01012	FORM CRANES
01013	FORM JACKS
01014	FORM BRACKETS
01015	FORM TIES
01016	FORM JOINTS
01017	FORM ACCESSORIES
01018	FORM TRUCKS
01019	FORM PUMPS
01020	FORM CRANES
01021	FORM JACKS
01022	FORM BRACKETS
01023	FORM TIES
01024	FORM JOINTS
01025	FORM ACCESSORIES
01026	FORM TRUCKS
01027	FORM PUMPS
01028	FORM CRANES
01029	FORM JACKS
01030	FORM BRACKETS
01031	FORM TIES
01032	FORM JOINTS
01033	FORM ACCESSORIES
01034	FORM TRUCKS
01035	FORM PUMPS
01036	FORM CRANES
01037	FORM JACKS
01038	FORM BRACKETS
01039	FORM TIES
01040	FORM JOINTS
01041	FORM ACCESSORIES
01042	FORM TRUCKS
01043	FORM PUMPS
01044	FORM CRANES
01045	FORM JACKS
01046	FORM BRACKETS
01047	FORM TIES
01048	FORM JOINTS
01049	FORM ACCESSORIES
01050	FORM TRUCKS
01051	FORM PUMPS
01052	FORM CRANES
01053	FORM JACKS
01054	FORM BRACKETS
01055	FORM TIES
01056	FORM JOINTS
01057	FORM ACCESSORIES
01058	FORM TRUCKS
01059	FORM PUMPS
01060	FORM CRANES
01061	FORM JACKS
01062	FORM BRACKETS
01063	FORM TIES
01064	FORM JOINTS
01065	FORM ACCESSORIES
01066	FORM TRUCKS
01067	FORM PUMPS
01068	FORM CRANES
01069	FORM JACKS
01070	FORM BRACKETS
01071	FORM TIES
01072	FORM JOINTS
01073	FORM ACCESSORIES
01074	FORM TRUCKS
01075	FORM PUMPS
01076	FORM CRANES
01077	FORM JACKS
01078	FORM BRACKETS
01079	FORM TIES
01080	FORM JOINTS
01081	FORM ACCESSORIES
01082	FORM TRUCKS
01083	FORM PUMPS
01084	FORM CRANES
01085	FORM JACKS
01086	FORM BRACKETS
01087	FORM TIES
01088	FORM JOINTS
01089	FORM ACCESSORIES
01090	FORM TRUCKS
01091	FORM PUMPS
01092	FORM CRANES
01093	FORM JACKS
01094	FORM BRACKETS
01095	FORM TIES
01096	FORM JOINTS
01097	FORM ACCESSORIES
01098	FORM TRUCKS
01099	FORM PUMPS
01100	FORM CRANES
01101	FORM JACKS
01102	FORM BRACKETS
01103	FORM TIES
01104	FORM JOINTS
01105	FORM ACCESSORIES
01106	FORM TRUCKS
01107	FORM PUMPS
01108	FORM CRANES
01109	FORM JACKS
01110	FORM BRACKETS
01111	FORM TIES
01112	FORM JOINTS
01113	FORM ACCESSORIES
01114	FORM TRUCKS
01115	FORM PUMPS
01116	FORM CRANES
01117	FORM JACKS
01118	FORM BRACKETS
01119	FORM TIES
01120	FORM JOINTS
01121	FORM ACCESSORIES
01122	FORM TRUCKS
01123	FORM PUMPS
01124	FORM CRANES
01125	FORM JACKS
01126	FORM BRACKETS
01127	FORM TIES
01128	FORM JOINTS
01129	FORM ACCESSORIES
01130	FORM TRUCKS
01131	FORM PUMPS
01132	FORM CRANES
01133	FORM JACKS
01134	FORM BRACKETS
01135	FORM TIES
01136	FORM JOINTS
01137	FORM ACCESSORIES
01138	FORM TRUCKS
01139	FORM PUMPS
01140	FORM CRANES
01141	FORM JACKS
01142	FORM BRACKETS
01143	FORM TIES
01144	FORM JOINTS
01145	FORM ACCESSORIES
01146	FORM TRUCKS
01147	FORM PUMPS
01148	FORM CRANES
01149	FORM JACKS
01150	FORM BRACKETS
01151	FORM TIES
01152	FORM JOINTS
01153	FORM ACCESSORIES
01154	FORM TRUCKS
01155	FORM PUMPS
01156	FORM CRANES
01157	FORM JACKS
01158	FORM BRACKETS
01159	FORM TIES
01160	FORM JOINTS
01161	FORM ACCESSORIES
01162	FORM TRUCKS
01163	FORM PUMPS
01164	FORM CRANES
01165	FORM JACKS
01166	FORM BRACKETS
01167	FORM TIES
01168	FORM JOINTS
01169	FORM ACCESSORIES
01170	FORM TRUCKS
01171	FORM PUMPS
01172	FORM CRANES
01173	FORM JACKS
01174	FORM BRACKETS
01175	FORM TIES
01176	FORM JOINTS
01177	FORM ACCESSORIES
01178	FORM TRUCKS
01179	FORM PUMPS
01180	FORM CRANES
01181	FORM JACKS
01182	FORM BRACKETS
01183	FORM TIES
01184	FORM JOINTS
01185	FORM ACCESSORIES
01186	FORM TRUCKS
01187	FORM PUMPS
01188	FORM CRANES
01189	FORM JACKS
01190	FORM BRACKETS
01191	FORM TIES
01192	FORM JOINTS
01193	FORM ACCESSORIES
01194	FORM TRUCKS
01195	FORM PUMPS
01196	FORM CRANES
01197	FORM JACKS
01198	FORM BRACKETS
01199	FORM TIES
01200	FORM JOINTS

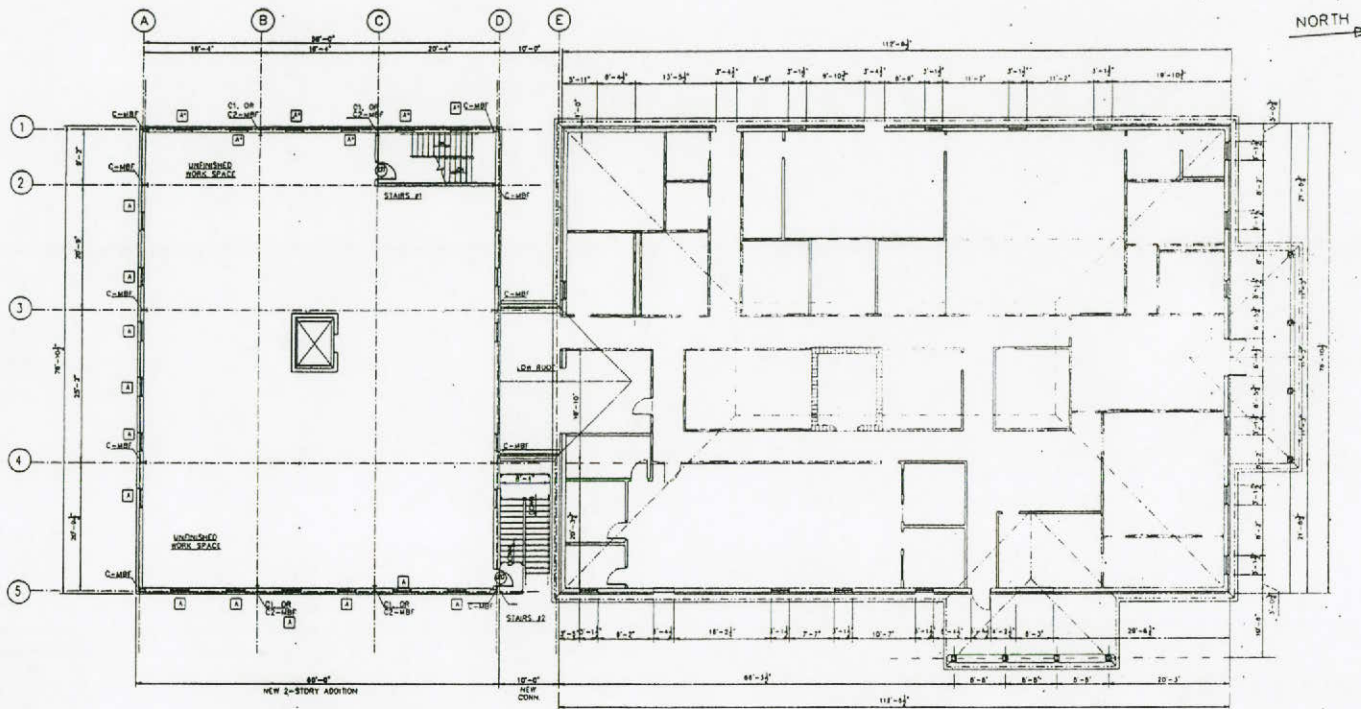


- 3.5/8" METAL STUDS (20 GA MIN.) WITH 5/8" GYPSUM BOARD  
NON-FRAME NO STC RATING
- 3.5/8" METAL STUDS (20 GA MIN.) WITH 5/8" GYPSUM BOARD  
1 HOUR RATED UL-419E  
NON-LOAD BEARING NO STC RATING
- 6" METAL STUDS (C6X18 GA) WITH 5/8" GYPSUM BOARD  
NON-FRAME NO STC RATING
- 6" METAL STUDS (C6X18 GA) WITH 5/8" GYPSUM BOARD  
1 HOUR RATED UL-419E  
NON-LOAD BEARING NO STC RATING

MANAY CONSULTING ENGINEERS, INC.  
 1000 WILSON ROAD  
 ATLANTA, GEORGIA 30329  
 TEL: 404-880-1000 FAX: 404-880-1000

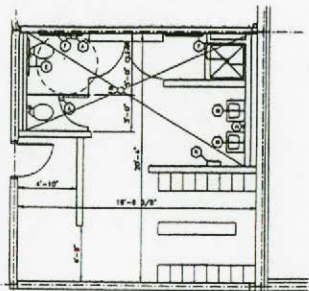
LOWER LEVEL PLAN  
 WALL TYPE DETAILS



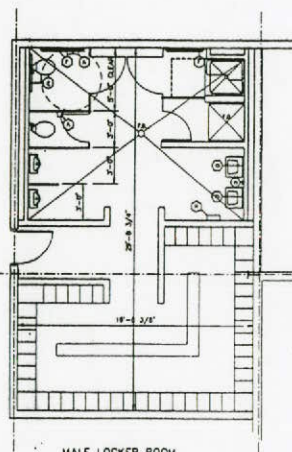


**NEW ADDITION**  
**UPPER LEVEL FLOOR PLAN**  
 SCALE: 1/8"=1'-0"

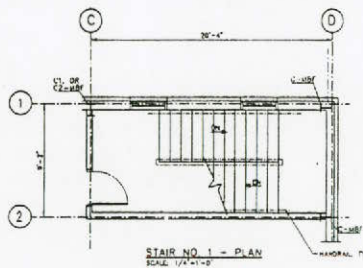
**EXISTING BUILDING**  
**ROOF PLAN**  
 SCALE: 1/8"=1'-0"



**FEMALE LOCKER ROOM**  
 SCALE: 1/4"=1'-0"

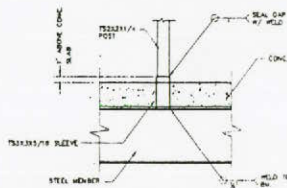


**MALE LOCKER ROOM**  
 SCALE: 1/4"=1'-0"

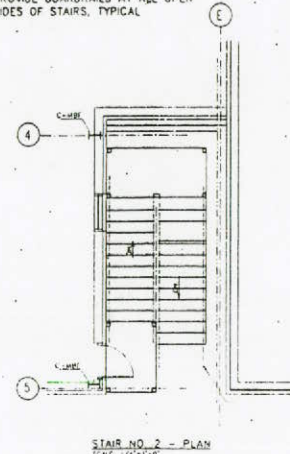


**STAIR NO. 1 - PLAN**  
 SCALE: 1/4"=1'-0"

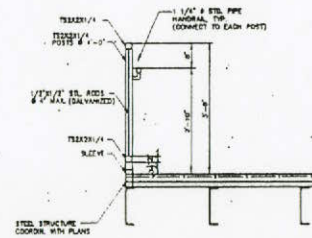
NOTE:  
 PROVIDE GUARDRAILS AT ALL OPEN  
 SIDES OF STAIRS. TYPICAL



**TYPICAL SLEEVE DETAIL**  
 NTS

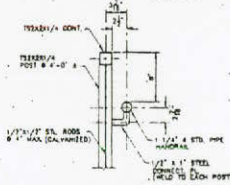


**STAIR NO. 2 - PLAN**  
 SCALE: 1/4"=1'-0"



**TYPICAL GUARDRAIL WITH HANDRAIL SECTION**  
 SCALE: 1/2"=1'-0"

**SECTION A**  
 SCALE: NTS



**HANDRAIL DETAIL**  
 SECTION B  
 SCALE: NTS

**TOILET ACCESSORY SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MARK	NOTE
1	WALL TOILET BRUSH	1	EA	1000001	1000001
2	WALL TOILET BRUSH	1	EA	1000002	1000002
3	WALL TOILET BRUSH	1	EA	1000003	1000003
4	WALL TOILET BRUSH	1	EA	1000004	1000004
5	WALL TOILET BRUSH	1	EA	1000005	1000005
6	WALL TOILET BRUSH	1	EA	1000006	1000006
7	WALL TOILET BRUSH	1	EA	1000007	1000007
8	WALL TOILET BRUSH	1	EA	1000008	1000008
9	WALL TOILET BRUSH	1	EA	1000009	1000009
10	WALL TOILET BRUSH	1	EA	1000010	1000010

**COMPONENT SCHEDULE NOTES**

- REFER TO ACCESSORY SCHEDULE FOR SCHEDULED ITEMS
- FINISHING BIDDING SHALL BE RESPONSIBLE FOR ALL FINISHING WORK AT ALL LOCATIONS TO BE SHOWN ON THIS PLAN.
- WOOD FINISHING TO BE THE RESPONSIBILITY OF THE FINISHING TRADES.

**EXHIBIT A**  
**Page 2 of 2**

**NEW CONSTRUCTION FOR AND RENOVATION FOR:**  
**HENRY COUNTY POLICE DEPARTMENT**  
**STOCKBRIDGE PRECINCT**  
 STOCKBRIDGE, GEORGIA

**DRAWING NUMBER**  
**A101**

**PROJECT NO.**  
 CAD FILE  
 DATE  
 11-18-2009  
**REVISION**  
 PERIOD BY DATE

**MANAVI CONSULTING ENGINEERS, INC.**  
 405 MOUNTAIN CROSS DRIVE  
 SUITE 1000  
 ATLANTA, GEORGIA 30328  
 TEL: 404-526-1800 FAX: 404-526-9000

**EXHIBIT B**

HENRY COUNTY, GEORGIA  
 FORMULA FOR THE CALCULATION OF THE AVERAGE COST FOR  
 THE UNIFORM PATROL DIVISION PER PATROL OFFICER

	<u>2003 PRELIMINARY AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL COST INCLUDING OVERHEAD COST	5,964,713	3	11,365,652
NUMBER OF SWORN OFFICERS IN THE UNIFORM PATROL DIVISION	<u>122</u>		<u>145</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER	48,891.09		78,383.81
ANNUAL NUMBER OF WORK HOURS AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER PER HOUR	<u>2,080</u>		<u>2,080</u>
	<u>23.51</u>		<u>37.68</u>

HENRY COUNTY, GEORGIA  
 CALCULATION OF AVERAGE COST FOR THE UNIFORM PATROL DIVISION  
 PER PATROL OFFICER

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL COST INCLUDING OVERHEAD COST	5,964,713	3	11,365,652
NUMBER OF SWORN OFFICERS IN THE UNIFORM PATROL DIVISION	122		<u>145</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER	48,891.09		78,383.81
ANNUAL NUMBER OF WORK HOURS	<u>2,080</u>		<u>2,080</u>
AVERAGE COST FOR THE UNIFORM PATROL DIVISION PER PATROL OFFICER PER HOUR	<u>23.51</u>		<u>37.68</u>

HENRY COUNTY, GEORGIA  
UNIFORM PATROL'S COST INCLUDING COST INCLUDING OVERHEAD

	2003 PRELIMINARY AUDIT	PAGE NUMBER	<u>2010 BUDGET</u>
DIRECT COST	5,958,149	4	11,084,166
GAS & DIESEL			<u>281,486</u>
TOTAL DIRECT COST			11,365,652
PUBLIC SAFETY DIRECTOR'S COST	6,564	5	0
OVERHEAD KPMG	<u>0</u>		<u>607,289</u>
TOTAL OVERHEAD COST	<u>6,564</u>		<u>607,289</u>
TOTAL	<u>5,964,713</u>		<u>11,972,941</u>

\* ALL GAS AND DIESEL IS BUDGETED IN POLICE ADMINISTRATION

HENRY COUNTY, GEORGIA  
BREAKDOWN OF PUBLIC SAFETY EXPENDITURES

	2003 PRELIMINARY AUDIT	PAGE NUMBER	2010 BUDGET
PUBLIC SAFETY DIRECTOR	37,815	5	---
UNIFORM PATROL	<u>5,958,149</u>	3	<u>11,084,166</u>
POLICE ADMINISTRATION	2,270,878		1,965,338
CRIMINAL INVESTIGATION	1,070,952		2,739,508
SPECIAL SERVICES/NARCOTICS	431,160		916,904
SUPPORTING SERVICES	969,423		<u>1,319,860</u>
TOTAL OTHER POLICE DEPARTMENT	4,742,413		6,941,610
EMS/FIRE DEPT.	11,809,857		19,315,625
FIRE ADMINISTRATION	1,611,559		----
CIVIL DEFENSE	---		----
EMERGENCY COMMUNICATIONS	---		899,867
SHERIFF	3,717,621		8,430,572
JAIL OPERATIONS	5,202,239		12,098,815
PROBATION	5,212		----
COMM. SERV./EARLY RELEASE	373,469		316,491
CORONER	73,998		163,369
CODE ENFORCEMENT	828,040		393,751
ANIMAL CONTROL	----		<u>705,394</u>
TOTAL OTHER PUBLIC SAFETY	23,621,995		42,323,884
TOTAL PUBLIC SAFETY	<u>34,360,372</u>	<u>6</u>	<u>60,349,660</u>

HENRY COUNTY, GEORGIA  
 ALLOCATION OF PUBLIC SAFETY DIRECTOR'S EXPENDITURES

	2003 PRELIMINARY <u>AUDIT</u>	<u>PAGE NUMBER</u>	<u>2010 BUDGET</u>
TOTAL UNIFORM PATROL EXPENDITURES	5,958,149	4	11,084,166
TOTAL OTHER POLICE EXPENDITURES	4,742,413	4	6,941,610
TOTAL OTHER PUBLIC SAFETY EXP.	23,621,996	4	42,323,884
TOTAL ALL PUBLIC SAFETY EXP	34,322,5558		60,349,660
UNIFORM PATROL PERCENTAGE	117.359%		18.367%
PUBLIC SAFETY DIRECTOR EXPENDITURES	37,815	4	----
POLICE DEPARTMENT'S ALLOCATION OF PUBLIC SAFETY DIRECTOR'S EXPENDITURES	6,564	3	----

HENRY COUNTY DOES NOT HAVE A PUBLIC SAFETY DIRECTOR AT THIS TIME

HENRY COUNTY, GEORGIA  
SUMMARY OF COUNTY EXPENDITURES  
2003  
PRELIMINARY      PAGE  
AUDIT              NUMBER

2010 BUDGET

GOVERNMENT	9,992,830		16,574,946
JUDICIAL	7,185,412		14,594,639
PUBLIC SAFETY	34,360,373	4	60,349,660
PUBLIC WORKS	10,318,043		11,483,555
HEALTH AND WELFARE	2,758,914		5,619,360
CULTURE AND RECREATION	2,133,228		7,072,436
HOUSING AND DEVELOPMENT	3,807,970		3,888,745
DEBT SERVICE	2,967,640		----
OTHER USES	-----		<u>6,361,594</u>
TOTAL EXPENDITURES	73,524,410		125,944,935
LESS DEBT SERVICE	<u>(2,967,640)</u>		-----
TOTAL GENERAL FUND EXPENDITURES OF NET DEBT SERVICE	70,556,770		125,944,935





**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: PRISON DETAIL

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge. All cities reserve the right to contract with Henry County provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Funds
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: PURCHASE OF FLEET VEHICLES, EQUIPMENT, PETROLEUM, SUPPLIES, ETC.

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.): **Henry County, Hampton, Locust Grove, McDonough, and Stockbridge.**
  
- Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Funds
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibit A hereto attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

EXHIBIT A

PURCHASE OF FLEET VEHICLES , EQUIPMENT,  
PETROLEUM, SUPPLIES, ETC.

Due to the fact that Henry County may be able to purchase fleet vehicles, equipment, petroleum, supplies and other items in large quantity or bulk thereby obtaining better prices or better services, each City shall have the right to join the County in its request for the purchase of fleet vehicles, equipment, petroleum, supplies and other items for the respective Cities.

The specifications for the items to be included in Henry County's bid will be provided to the County at least 45 days prior to offering the item for bid or for purchase. If the County can include the requested item without creating financial hardship to the County, then said item shall be included.

If any City elects to buy petroleum through the County, the City at its expense must provide for the fueling and storage of the petroleum product within its city limits. Since the County's facilities are located within the City of McDonough, the County will provide to the City of McDonough purchase cards so that the City of McDonough can buy its petroleum product directly from the County's refueling center. If any other City elects to buy its petroleum product from the County and receive the petroleum product from the County's refueling center, then the County shall issue to that City purchase cards. Payment for all items purchased on a purchase card by a City from the County shall be due within ten (10) days of receipt of the bill.



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: ROAD/STREET CONSTRUCTION, IMPROVEMENTS AND MAINTENANCE and TRANSPORTATION PLANNING

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.): **In accordance with the terms of Exhibit A hereto attached, Henry County will provide for the construction, improvement, and maintenance of to all roads and streets located in unincorporated areas of Henry County and certain county roads located in the Cities, as identified in Exhibit B. Cities of Hampton, Locust Grove, McDonough and Stockbridge will provide those services to its City streets, except as provided in Exhibit B hereto attached.**

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Funds; SPLOST
Hampton	Municipal General Funds; SPLOST
Locust Grove	Municipal General Funds; SPLOST
McDonough	Municipal General Funds; SPLOST
Stockbridge	Municipal General Funds; SPLOST

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibits A and B attached.

7. Person completing form: **LaTonya Wiley, Esq. (for the County)** and **A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

## EXHIBIT A

### Road/Street Construction, Improvements and Maintenance and Transportation Planning

A. The County and the Cities, recognizing that transportation issues affect all residents of the County, without regard to municipal boundaries, hereby enter into this joint agreement to apportion the cost of road/street improvements and maintenance.

B. New Road Construction. Construction of new roads shall be controlled by the 2007 Intergovernmental Agreement, as amended, on SPLOST IV.

C. Cost of Road Improvements. For purposes of the allocation of the costs of road improvements, road improvements shall be divided into two separate categories: 1) road improvements and 2) traffic signalization devices.

1. Road Improvements. For purposes hereof, road improvements shall mean and refer to the widening of any road or street. The cost of such road improvements shall be allocated as follows: any road improved in accordance with the comprehensive transportation plan that lies partially within and partially outside of the city, the city shall pay a percentage of the cost of such road improvement that is equal to the percentage of the road improved that is located within the city, on a linear foot basis, but, in no event shall the percentage of the total cost of the road improvements for which the city is responsible exceed the percentage of total SPLOST revenues received by such city for the previous year of collection under the present SPLOST agreement between the parties hereto.

(For example: if one-half of the road is located within the city and



one-half of the road is located outside the city, the city's percentage of the linear foot of the road improved is 50 percent; however, if that city is receiving only 5 percent of the total SPLOST funds collected for the previous year, the city would be responsible for only 5 percent of the cost of improvement of such road.)

2. Traffic Signal Devices. The cost of any traffic signal devices installed in accordance with the comprehensive transportation plan shall be allocated as follows: No less than one-half of the cost of the installation of traffic signal devices shall be paid by the county. If all four corners of the intersection are located within the unincorporated area of the county, the County shall be responsible for the entire cost of the traffic signal device; if one or more of the corners are located in a City, the remaining one-half of the cost of the traffic signal devices shall be paid by the City based on the percentage of the corners that are located within the city. (For example: if either 2 or 3 corners of the intersection to be signalized are located within a city, such city would be responsible for 50 percent of the cost of signalization of the intersection; if 1 corner of the intersection to be signalized is located within a city, such city would be responsible for 25 percent of the cost of signalization of the intersection).

For purposes hereof, intersection improvements and/or traffic signal devices shall include the installation of traffic lights, the installation of red lights, turn signals, caution lights, stop signs, yield signs and other intersection devices as listed in the Manual of Uniform Traffic Devices.

3. Alternate Funding Sources. The County and the Cities agree that each shall seek out and utilize any and all available means of funding for Road Improvements and/or Traffic Signal Devices prior to allocating the costs between the parties. For purposes of this paragraph, alternate funding sources shall include, without limitations private contributions, property owner contributions, developer contributions, state funding, federal funding, grant funds, and any and all sources of funds besides the general fund of any of the parties.

D. The parties agree that each City shall be responsible for the maintenance, repair, and resurfacing of all roads located within its municipal boundaries with the exception of those roads listed on Exhibit "B" attached hereto and incorporated herein by this reference. The County shall be responsible for and shall maintain, repair, and resurface, at its sole cost and expense, and when determined necessary by the County, those roads listed on Exhibit "B".

E. Transportation Planning. The County shall consult with the Cities in the updating and formulation of all Regional Transportation Plans ("RTPs") and Transportation Improvement Programs ("TIPs") prior to submission of new projects

and/or amendments of existing projects. Should a City not respond to any notice for a new or amended project within forty-five (45) days of said notice, said list of projects or amendments shall be deemed approved by the respective City. Additionally the parties have entered into and approved a Joint Comprehensive Transportation Plan which the parties agree to implement, update and maintain said plan.

City of McDonough  
Exhibit B

Racetrack Road

Jonesboro Road

McDonough Parkway

McGarity Road

Turner Church Road

Lake Dow

Old Turner Church Road

Henry Parkway

City of Hampton  
Exhibit B

Hampton Locust Grove Road

Old Georgia Highway 3

Elm Street

Old Georgia Highway 20

Steel Drive

South Hampton Road

Richard Petty Boulevard

City of Locust Grove  
Exhibit B

Peeksville Road

Locust Grove Griffin Road

Bill Gardner Parkway

South Bethany Road / Bowden Street

Davis Lake Road

Locust Road

Indian Creek Road

South Ola Road

Lester Mill Road

Bethlehem Road

Colvin Drive

South Unity Grove Road

Harris Drive

City of Stockbridge  
Exhibit B

Flippen Road

Hudson Bridge Road

Eagles Landing Parkway

Rock Quarry Road

Old Conyers Road

East Atlanta Road

Stagecoach Road

Mt. Zion Road

Speer Road

Walt Stephens Road

Blackhall Road

Brannan Road

Jodeco Road



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: SENIOR CITIZENS CENTERS

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

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

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

Local Government or Authority	Funding Method
Henry County	Countywide Revenues

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: SENIOR CITIZEN TRANSPORT

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

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

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Soil Erosion and Control Inspections*

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.): **Henry County will be the service provider of soil erosion and control inspections in unincorporated Henry and within corporate boundaries of the City of Stockbridge and Hampton. The cities of Locust Grove and McDonough will provide soil erosion and control inspection services within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County, Stockbridge, Hampton	Countywide Revenues, except Locust Grove and McDonough
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

See Exhibits A and B attached hereto.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:

**EXHIBIT A**

**SOIL EROSION AND CONTROL INSPECTION**

The Cities of Locust Grove and McDonough provide soil erosion and control inspection services to the incorporated area of said Cities. Property owners within the incorporated boundaries are entitled to an annual millage rate reduction based upon the formula set forth in Exhibit B hereto attached.

EXHIBIT "B"

The millage reduction for these services shall be calculated annually using the most recent audited fiscal year annual financial report. The formula used shall be expressed as follows:

- E = Total County Department Expenditures
- P = Amount of Ad Valorem tax revenue as a percentage of total revenue collected by the county
- F = Private pay user fees collected by the County Department or Budget Unit.
- M = Amount of Revenue created by one county mil, as set by the Commissioners for the year preceding the year in question.
- R = Millage reduction

$$\frac{[(E - F) \times P]}{M} = R$$

Alternatively expressed, there shall be a two-step formula where the millage reduction equals: A) Total department expenditures in the preceding fiscal year, less fees collected by the county department or budget unit, multiplied by the amount of ad valorem tax revenue as a percentage of total revenue collected by the county in the preceding fiscal year, (step one); B) The result of that function shall then be divided by the amount of revenue created by one county mil in the preceding years tax digest (step two).



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: SOLID WASTE GARBAGE COLLECTION AND YARD WASTE COLLECTION, RESIDENTIAL 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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge.**

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Sales and Henry County General Funds
Hampton	Fees, Sales and Municipal General Funds
Locust Grove	Fees, Sales and Municipal General Funds
McDonough	Fees, Sales and Municipal General Funds
Stockbridge	Fees, Sales and Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: Stormwater Management

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.): **Henry County will be the service provider of stormwater management in unincorporated Henry County. The Cities of Hampton, Locust Grove, McDonough, and Stockbridge will provide stormwater management within their own corporate boundaries. All cities reserve the right to contract with Henry County to provide said 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 this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Enterprise Funds, Henry County General Fund
Hampton	Fees, Enterprise Funds, Municipal General Funds
Locust Grove	Fees, Enterprise Funds, Municipal General Funds
McDonough	Fees, Enterprise Funds, Municipal General Funds
Stockbridge	Fees, Enterprise Funds, Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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?

Because all Cities are providing this service, the County shall not levy its own tax assessment or fee within the incorporated area of the County to pay for the cost of this service within the unincorporated area of the County.

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

## FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIRS**

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge. The Cities reserve the right to contract with Henry County for the services.**

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Henry County General Funds
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: *Water and Sewerage 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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge.**

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry Co Water & Sewerage Authorit	Fees,Enterprise Funds,Impact fees,BondedIndebtedness,HenryCo.General Fund
Hampton	Fees,EnterpriseFunds,Impact fees,Bonded Indebtedness,Municipal GeneralFund
Locust Grove	Fees,EnterpriseFunds,Impact fees,Bonded Indebtedness,Municipal GeneralFund
McDonough	Fees,EnterpriseFunds,Impact fees,Bonded Indebtedness,Municipal GeneralFund
Stockbridge	Fees,EnterpriseFunds,Impact fees,Bonded Indebtedness,Municipal GeneralFund

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:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Amdmt to Plan re HCWSA	City of Stockbridge and HCWSA	7/16/04 - 7/16/14
Amdmt to Plan re HCWSA	City of McDonough and HCWSA	5/11/04 - 7/16/14
Amdmt to Plan re HCWSA	City of Locust Grove and HCWSA	7/16/04 - 7/16/14
Amdmt to Plan re HCWSA	City of Hampton and HCWSA	7/16/04 - 7/16/14

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

7. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**  
 Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed: See cover agreement

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 AGREEMENT BETWEEN THE  
CITY OF McDONOUGH AND THE  
HENRY COUNTY WATER & SEWERAGE AUTHORITY**

The City of McDonough (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water and Sewerage Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute 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 Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. The Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The scheduling of the video taping will be set by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.



3. The Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority and will be performed according to the Authority's schedule.

4. The Authority will mow easements for the City along sewer trunk lines at least once annually. These easements must be cleared, graded, and made accessible by the City so that the Authority's equipment and personnel can have access to the easement area. The Authority accepts no responsibility for clearing or grading the City's easements. If the Authority contracts out the mowing services for its sewer easements, this service shall terminate.

5. If the City is providing water services west of the Norfolk Southern Railway, then the City is to have access to the Highway 155 Water Tank, which will allow the City to create a high pressure zone within a selected area of the City. The City will purchase water from the Authority at its municipal rates that are set from time to time by the Authority for re-sale by the City within said area.

6. The Authority will purchase water from the City on an as-needed basis at the Authority's municipal rate in effect at the time of purchase. However, the City's facility is not currently equipped to provide water to the Authority at the points and locations that are needed. Prior to the Authority's purchase of water from the City, the City shall construct such water lines as may be needed to deliver the water to the Authority's pumping station so that the Authority can purchase water from the City and deliver the same through its sewer system.

7. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. The City will continue to serve those customers unless they are subsequently transferred by this Agreement or an amendment thereto.

- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. The Authority will continue to serve these customers unless they are subsequently transferred by this Agreement or an amendment thereto.
- D. The City is presently providing water services to customers that are located on the property that was formerly known as the Green Valley Golf Course located on Highway 155 and the Authority is providing sewer services to said customers. The parties had previously agreed that the Authority would serve the property with water services. The City agrees to discontinue water services to all customers on this property on or before June 1, 2004, and the Authority agrees to provide water services to said customers after said date. All connection and impact fees paid to the City after May 1, 2004 shall be based upon the Authority's present connection and impact fee schedule and shall be remitted to the Authority.
- E. The Authority has previously allowed the City to provide sewer services by sewer pumping station(s) to properties located west of Airline Road south of Turner Church Road and north of Rogers Road that had been annexed into the City. The Authority will provide water services to the present and future customers located on the property. The City will continue to provide sewer services through said pumping station(s) until such time as the Authority has in place a sewer system that can accommodate the customers that are located within said area(s), at which time the Authority will notify the City and the City will, within 30 days after the date of said notice, discontinue providing sewer services and all such customers shall become sewer customers of the Authority.
- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not servicing the drainage area with sewer services.

- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not servicing the drainage area with sewer services.
- H. Except as set forth above, in areas that have been annexed into the City and areas that are subsequently annexed into the City, the following additional requirements will apply to said property:
1. If, at the time of the annexation, the property was undeveloped and the City subsequently agrees to provide sewer services to the property, and the Authority has a water line in place of a sufficient capacity to serve the development, the City will be required to purchase the water from the Authority to serve the new development at a master meter at such locations as may be determined by the Authority. Said master meter will be installed by the Authority at the expense of the City. Prior to issuing a building permit, the City shall collect and rebate to the Authority, on a monthly basis, the Authority's impact fee for water services from each resident, commercial, or industrial customer that exists within the development.
  2. If the City is not providing sewer services to customers to be located in said area, the City shall have no right or authority to provide water services to the customers located in the development.
  3. If, at the time of the annexation, the property was undeveloped and the property is in the Authority's service area, the Authority shall provide water and sewer to the property provided the conditions of this Agreement are met and the developer complies with the Authority's rules, ordinances, and regulations.
- I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the City to similar customers located in the incorporated area of the City. Prior to the City providing the services to a customer

located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

- J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
- K. In areas that are serviced by the Authority, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
- L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

8. As to certain wastewater treatment facilities and related matters:

WHEREAS, the City's wastewater treatment plant has basically reached its capacity; and

WHEREAS, the City has requested that the Authority provide certain wastewater treatment services to the City; and

WHEREAS, the City has requested that it have guaranteed capacity in order to meet the City's future needs; and

WHEREAS, the Authority presently has in operation the Camp Creek Wastewater Treatment Facility ("Camp Creek") that services the Camp Creek and other drainage basins; however, the capacity of this facility is limited; and

WHEREAS, the Authority is now in the construction stage of the Walnut Creek Wastewater Treatment Facility ("Walnut Creek") that services the Walnut Creek and other drainage basins; and

WHEREAS, the Authority presently has in operation the Indian Creek Wastewater Treatment Facility ("Indian Creek") that services the Indian Creek and other drainage basins; and

WHEREAS, the parties agree as follows:

A. As to the Camp Creek:

1. If treatment capacity is available in the Camp Creek facility, the City, at its expense, may decommission the Ashley Downs Subdivision Pumping Station connect those customers being served by the Ashley Downs Pumping Station to the Authority's system. However, the wastewater flows from Ashley Downs shall not exceed an annual average daily flow ("AADF") of 200,000 gallons per day (AADF). If said AADF exceeds said amount, the City shall pay to the Authority a rate of 150% of the rate set forth herein.
2. At each point that said service areas are connected onto the Authority's facilities, a flow metering station shall be installed at the City's expense. The flow meter will be calibrated annually at the expense of the City. In addition, either party may arrange for calibration of the flow meter at any time; provided, however, that any such additional calibration will be at the sole expense of the party seeking the calibration. In the event that calibration indicates that the flow meter has malfunctioned resulting in the City having been either overbilled or underbilled by more than 3% of the charges due the Authority, the City shall be credited and/or the Authority shall be paid the amount of such overpayment or underpayment based upon erroneous billing.
3. The City shall construct, at its own expense, such gravity lines, pumping facilities, and force mains as may be required to connect to the flow metering station.
4. The City shall retain ownership of its Sewer Collector System and shall maintain the same, at its expense, up to the point that the sewerage flow is discharged into the Authority's system.
5. The City shall continue to provide water service to its existing customers, but will not construct any new water lines in any area west of the Norfolk Southern Railway except in those areas annexed by the City prior to July 1, 1999, or that were served by the City prior to July 1, 1999 provided the Authority has water to the area.

6. The City shall bill all customers where wastewater is diverted into the Authority's system at the wastewater rates that are assessed by the Authority by Ordinance or Resolution plus a surcharge over and above the Authority's wastewater rate. The City shall remit to the Authority, within thirty (30) days of billing, 100% of all fees billed for wastewater treatment services and shall retain the surcharge to cover the City's expenses.
7. As each of the above-referenced pumping stations are connected onto the Authority's system, each customer thereafter that connects onto the City's system in these areas, shall pay an impact fee to the Authority at the rates set from time to time by the Authority. Said impact fee shall be collected by the City prior to issuing a building permit from each wastewater customer and shall be remitted to the Authority within thirty (30) days of the receipt of said fee. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for a single family residence shall be 300 GPD. The Authority shall approve the calculations of impact fees for all commercial and industrial customers.
8. In the event that the wastewater flow that passes through the above-referenced flow metering system exceeds the total billing for wastewater services to said customers, the City shall pay to the Authority for the treatment of said excess wastewater at the rate of 100% of the residential wastewater rate charged by the Authority to its customers located in the unincorporated areas of Henry County.
9. The Authority reserves the right to require that the wastewater be diverted from the Camp Creek Drainage Basin to the Walnut Creek Drainage Basin or the Indian Creek Drainage Basin. If the Authority so requires the diversion, the City at its expense shall pay for the cost of all system improvements that are required to divert the wastewater.

B. As to the Walnut Creek:

1. Upon Walnut Creek becoming operational, the City may divert, at its expense, additional wastewater flows up to an annual average daily flow ("AADF") of 800,000 gallons per day to Walnut Creek. Average daily

flows for the peak month of each year shall not exceed 150% of the annual average daily flow ("AADF"). If said AADF exceeds said amount, the City shall pay to the Authority a rate of 150% of the rate set forth herein.

2. At each point that said service areas are connected onto the Authority's facilities, a flow metering station shall be installed at the City's expense. The flow meter will be calibrated annually at the expense of the City. In addition, either party may arrange for calibration of the flow meter at any time; provided, however, that any such additional calibration will be at the sole expense of the party seeking the calibration. In the event that calibration indicates that the flow meter has malfunctioned resulting in the City having been either over-billed or under-billed by more than 3% of the charges due the Authority, the City shall be credited and/or the Authority shall be paid the amount of such overpayment or underpayment based upon erroneous billing.
3. The City shall construct, at its own expense, such gravity lines, pumping facilities, and force mains as may be required to connect to the flow metering station.
4. The City shall retain ownership of its Sewer Collector System and shall maintain the same, at its expense, up to the point that the sewerage flow is discharged into the Authority's system.
5. The City shall bill all customers where wastewater is diverted into the Authority's system at the wastewater rates that are assessed by the Authority by Ordinance or Resolution plus a surcharge over and above the Authority's wastewater rate. The City shall remit to the Authority, within thirty (30) days of billing, 100% of all fees billed for wastewater treatment services and shall retain the surcharge to cover the City's expenses.
6. In the event that the wastewater flow that passes through the above-referenced flow metering system exceeds the total billing for wastewater services to said customers, the City shall pay to the Authority for the treatment of said excess wastewater at the rate of 100% of the residential wastewater rate charged by the Authority to its customers located in the unincorporated areas of Henry County.

7. Each customer that connects onto that portion of the City's system whose sewerage is diverted into Walnut Creek, shall pay an impact fee to the Authority at the rates set from time to time by the Authority. Said impact fee shall be collected by the City prior to issuing a building permit from each wastewater customer and shall be remitted to the Authority within thirty (30) days of the receipt of said fee. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for a single family residence shall be 300 GPD. The Authority shall approve the calculations of impact fees for all commercial and industrial customers.

C. As to the Indian Creek:

1. If the property is located in the City and in the Indian Creek Drainage Basin, the Authority will provide the water and sewer services to all present and future customers. The amount of wastewater delivered to the Indian Creek Wastewater Treatment Facility shall be deducted by the Authority, at its discretion, from the guaranteed capacity set forth in Paragraphs 8(a)(1) and 8(b)(1) above.
2. The Authority reserves the right to require that wastewater be diverted from the Camp Creek and Walnut Creek Drainage Basins to the Indian Creek Drainage Basin. If the Authority so requires the diversion, the City at its expense shall pay for the cost of all system improvements that are required to divert the wastewater.
3. If any wastewater is diverted from Camp Creek or Walnut Creek Treatment Facilities to the Indian Creek Wastewater Treatment Facility, the amount diverted will be deducted by the Authority, at its discretion, from the guaranteed capacity set forth in paragraphs 8.A.1 and 8.B.1 above.
4. At each point that said service areas are connected onto the Authority's facilities, a flow metering station shall be installed at the City's expense. The flow meter will be calibrated annually at the expense of the City. In addition, either party may arrange for calibration of the flow meter at any time; provided, however, that any such additional calibration will be at the sole



expense of the party seeking the calibration. In the event that calibration indicates that the flow meter has malfunctioned resulting in the City having been either overbilled or underbilled by more than 3% of the charges due the Authority, the City shall be credited and/or the Authority shall be paid the amount of such overpayment or underpayment based upon erroneous billing.

5. The City shall not provide any water or sewer services to customers that are located west of I-75, in the Indian Creek or Camp Creek Drainage Basins.
6. Average daily flows for the peak month of each year shall not exceed 150% of the annual average daily flow ("AADF"). If the AADF exceeds set amount, the City shall pay to the Authority a rate of 150% of the rate set forth herein.
7. The City shall bill all customers where wastewater is delivered to the Authority's wastewater system at the wastewater rates that are assessed by the Authority by Ordinance or Resolution plus a surcharge over and above the Authority's wastewater rate. The City shall remit to the Authority, within thirty (30) days of billing, 100% of all fees billed for wastewater treatment services and shall retain the surcharge to cover the City's expenses.
8. In the event that the wastewater flow that passes through the above-referenced flow metering system exceeds the total billing for wastewater services to said customers, the City shall pay to the Authority for the treatment of said excess wastewater at the rate of 100% of the residential wastewater rate charged by the Authority to its customers located in the unincorporated areas of Henry County.
9. Each customer that connects onto that portion of the City's system whose sewerage is delivered into Indian Creek, shall pay an impact fee to the Authority at the rates set from time to time by the Authority. Said impact fee shall be collected by the City prior to issuing a building permit from each wastewater customer and shall be remitted to the Authority within thirty (30) days of the receipt of said fee. All impact fees shall be calculated based upon

an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for a single family residence shall be 300 GPD. The Authority shall approve the calculations of impact fees for all commercial and industrial customers.

- D. As to each of the drainage basins, the City shall comply with all federal, state, and Authority rules and regulations concerning pretreatment of wastewater.

9. Notwithstanding the foregoing, the City shall have the right to exchange service territory with the Authority by notifying the Authority in writing on or before June 1, 2004, as to whether or not the following exchange will occur.

- A. If the City so elects, all of the City's water and sewer lines, water tank, and the property and easement upon which they are located, and the City's customers, which are located West of Norfolk Southern Railway, will be transferred to the Authority free and clear of any liens or future claims of ownership or interest of the City on or before July 1, 2004. The Authority will have the exclusive right to serve this area and will assume responsibility and liability for providing water and sewer services to all properties located in said area.

If the City elects to transfer the water tank located on Kelly Road, the Authority shall pay the City the actual costs for the construction of the water tank and the property upon which the tank is located, less any funds received by the City as developer contribution towards the construction of said tank. If any portion of said tank was financed through the Georgia Environmental Facilities Authority ("GEFA"), the Authority agrees to assume and pay that outstanding indebtedness as it becomes due. If the tank was built solely with funds of the City, the Authority agrees to reimburse the City the sum of \$561,450.00 which sum shall be paid in five equal annual installments commencing on the date of conveyance and continuing on the same date each subsequent year thereafter until the same is paid in full.

The Authority agrees to pay the expenses of connecting that part of the City's water and sewer system that is located west of Norfolk Southern to the Authority's system, which shall include, but not be limited to, engineering fees, construction costs, piping, and removal of pumping stations.

- B. If the City elects to convey the property and lines described above to the Authority, then the Authority will automatically grant to the City the following described service area:

Beginning at the intersection of the East right of way line of Highway 42 with the North right of way line of Wise Road; thence following the curvature of Wise and Nail Road generally in an Easterly direction to its intersection with the West right of way line of Iris Lake Road; thence North along the West right of way line of Iris Lake Road to the North right of way line of Racetrack Road; thence East along the North right of way line of Racetrack Road to the West right of way line of Travis Road; thence North along the West right of way line of Travis Road to the North right of way line of State Highway 81; thence East along the North right of way line of State Highway 81 to the West line of property presently owned by Charles Vickery and the East line of the Hall property; thence due North to the North right of way line of Lake Dow Road; thence generally East along the North right of way line of Lake Dow Road to its intersection with the North right of way line of Rogers Road; thence East along the North right of way line of Rogers Road to its intersection with the West right of way line of Airline Road; thence North along the West right of way line of Airline Road to its intersection with the South right of way line of Turner Church Road; thence West along the Southern right of way line of Turner Church Road to the East line of the Wade property; thence North along the East line of the Wade property to the center line of Walnut Creek; thence West along the center line of Walnut Creek to the East line of property of St. James' Catholic Church; thence North along the East line of said church property and the East line of Brush Arbor Subdivision; thence West along the North line of said subdivision and across Highway 155 to the North line of English Oaks Subdivision; thence West along the North line of English Oaks Subdivision to the East side of the City's reservoir; thence Southerly around said reservoir to the South line of Emerald Cove Subdivision; thence due South to the South side of Camp Creek; thence Westerly along the South side of Camp Creek to the center line of Southern Railway;

thence Southerly along the center line of Southern Railway to its intersection with the center line of State Highway 155; thence East along the center line of State Highway 155 to its intersection with the East right of way line of State Highway 42; thence South along the East line of State Highway 42 to the point of beginning.

The Authority shall continue to provide water services to all existing and future customers who own property adjacent to the Authority's water line until such time as the City provides sewer services to the customer(s). If the customers are located in a residential subdivision or a commercial or industrial development, a master meter shall be installed at the City's expense at the entrance to the subdivision or the development. If water services is being provided to an individual customer through an individual meter, the City will provide water services through that meter. All water passing through the master meter or through the individual meter will be purchased by the City from the Authority at its municipal rates. The City and the Authority shall read all meters on a monthly basis and shall remit to the Authority all funds due the Authority for water purchased on or before the 15<sup>th</sup> day of the following month. The City shall collect and remit to the Authority all impact fees referenced in Paragraphs 7 and 8 of this Agreement.

If the City transfers said service area to the Authority, the Authority will treat up to 1,000,000 gallons of wastewater from customers located within the incorporated areas of the City at the Authority's wastewater treatment facilities listed in Paragraph 8 of this Agreement. The Authority shall designate the wastewater treatment facilities to treat said wastewater and shall account for and apply all wastewater treated by the Authority from customers that are located within the City against said treatment capacity and provide the City with a report thereof annually. The treatment capacity listed herein is not in addition to the treatment capacity referred to in Paragraph 8 herein.

10. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, the City agrees to pay the bill or terminate the water service to the City water customer until the Authority's wastewater treatment bill has been paid in full. If the City adopts an ordinance which allows for the collection of services provided by the City to water customers of the Authority that are located in the City, the Authority agrees to terminate water services after due notice has been given to the customer by the City and the Authority.

11. If the City's water system is transferred to the Authority as contemplated in Paragraph 9 hereof within the time specified therein, as metering systems are needed by the City for the purchase of water from the Authority, the Authority shall install the metering systems at its cost. If the provisions of Paragraph 9 are not completed as contemplated thereby, the City shall pay the cost of construction of all metering systems that are installed so that the City may purchase water from the Authority. The water purchased through said meters will be at the municipal rate set from time to time by the Authority.

12. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

13. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

14. Within ten (10) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.


15. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.


16. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

17. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.


We, the undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 11<sup>th</sup> day of May, 2004.

  
Chairman  
Henry County Water and  
Sewerage Authority

  
Mayor  
City of McDonough

ATTEST:  Authority Seal

ATTEST:  City Seal

AMENDMENT TO COMPREHENSIVE PLAN PERTAINING TO  
HENRY COUNTY WATER & SEWERAGE AUTHORITY

The City of Stockbridge (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water and Sewerage Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute 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 Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.

3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.

4. The Authority will mow easements for the City along sewer trunk lines at least once annually. These easements must be cleared, graded, and made accessible by the City so that the Authority's equipment and personnel can have access to the easement area. The Authority accepts no responsibility for clearing or grading the City's easements. If the Authority contracts out the mowing services for its sewer easements, this service shall terminate.

5. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided.
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.



- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not providing sewer services to the drainage area.
- H. As to areas in the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:
1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
  2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line with sufficient water capacity to serve the development as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
  3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 5.H.2. above shall apply to the property annexed.
5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
  - I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.

- L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
- M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

6. Exchange of Service Areas.

- A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.
- C. Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

7. As to wastewater treatment facilities:

WHEREAS, the Authority presently provides wastewater treatment facilities to a portion of the City through the Springdale Wastewater Treatment Facility and the Walnut Creek Wastewater Treatment Facility ("AWTF"); and

WHEREAS, the City provides sewer services to the City and portion of Henry County through its Brushy Creek Wastewater Treatment Facility ("CBTF").

- A. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
- B. All wastewater customers that gravity flow into the City's CBTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants provided that CBTF has treatment capacity to serve customers located in the unincorporated areas of Henry County.
- C. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

8. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
- B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.
- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.

- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is issuing the building permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

9. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

10. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

11. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

12. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

13. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

14. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

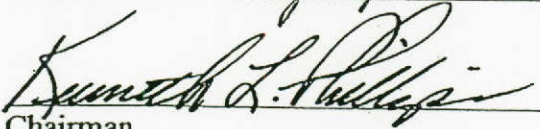
15. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers.

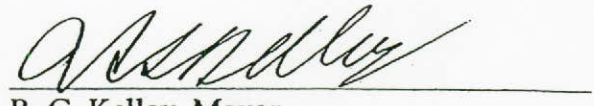
16. This Agreement may be amended between the Authority and the City of Stockbridge without the consent of the remaining cities.


17. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

We, the undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding, we see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 16 day of July, 2004.

  
Chairman  
Henry County Water and  
Sewerage Authority

  
R. G. Kelley, Mayor  
City of Stockbridge

ATTEST:   
Authority Seal

ATTEST:   
City Seal

AMENDMENT TO COMPREHENSIVE PLAN PERTAINING TO  
HENRY COUNTY WATER & SEWERAGE AUTHORITY

The City of Hampton (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water and Sewerage Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute 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 Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.

3. As and when requested by the City, the Authority will provide engineering assistance, limited to those services which can be provided by the Authority's in-house engineering personnel, at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.

4. The Authority will mow easements for the City along sewer trunk lines at least once annually. These easements must be cleared, graded, and made accessible by the City so that the Authority's equipment and personnel can have access to the easement area. The Authority accepts no responsibility for clearing or grading the City's easements. If the Authority contracts out the mowing services for its sewer easements, this service shall terminate.

5. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereinafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereinafter provided, the Authority will continue to serve these customers until the customer has been transferred as hereinafter provided.
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.



- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not servicing the drainage area with sewer services.
- H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified by annexation subsequent hereto, the following additional requirements will apply to said property:
1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
  2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve water to the property until the property is served by City sewer. Upon the City providing sewer service to the property, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
  3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 5.H.2. above shall apply to the property annexed.
5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
  - I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
  - L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

- M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

6. Exchange of Service Areas.

- A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.
- C. Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

7. As to wastewater treatment:

WHEREAS, the City presently owns and maintains a wastewater treatment facility located on Bear Creek, just west of Highway 1941; and

WHEREAS, the Authority maintains a wastewater treatment facility located on Bear Creek, west of Highway 1941 and just east of the Clayton County line; and

WHEREAS, the City has previously constructed a facility to divert a portion of its wastewater to the Authority's facility on Bear Creek, and the wastewater flow into the Authority's system is metered by a flow meter.

A. As to the City's wastewater treatment facility located on Bear Creek:

1. The City shall continue to operate and maintain, and expand as it deems appropriate, said facilities and shall take such actions as may be needed to continue to improve said facility and the operation thereof to maximize the treatment capacity of said facility.
2. The City shall take such steps as may be necessary to reduce the infiltration into its' system so that the demands upon the Authority's system by the City will be decreased.
3. The City maintains, as part of its wastewater treatment facilities, certain holding tanks or ponds. From time to time the City clears or cleans out said holding tanks or ponds. From time to time the City has discharged the contents (solids, trash, debris, and wastewater) into the Authority's system causing significant problems to the Authority's system. The City shall not discharge or pump into the Authority's system the contents of its holding tanks or ponds when the same are being cleared or cleaned out.
4. While the City's employees are on duty at the City's wastewater treatment facilities, the City will notify the Authority prior to any wastewater being released, or as soon thereafter as the City has knowledge of the same.

B. As to the Authority's wastewater treatment facility located on Bear Creek:

1. The existing flow meter that is located at the connection point between the City's system and the Authority's system on Bear Creek will be read by the Authority and the City will be billed on a monthly basis based upon the readings of the Authority. The City may be present to observe the readings. The flow meter will be calibrated annually at the expense of the City. In addition, either party may arrange for calibration of the flow meter at any time, provided however that any such additional calibration shall be at the sole expense of the party seeking the calibration. All bills submitted to the City by the Authority will be paid within thirty (30) days following the receipt of the bill. In the case that the flow meter has malfunctioned resulting in the City having been either over-billed or under-billed by more than three percent (3%) of the charges due the Authority, the City shall be credited and/or the Authority shall pay the amount of such overpayment or underpayment based upon erroneous billing. The rate charged by the Authority to the City for the treatment of wastewater metered at the flow meter shall be the same rate as charged by the Authority from time to time to its' residential wastewater customers located in the unincorporated area of Henry County. The rate shall be set by the Authority from time to time. The City shall be given thirty (30) days notice of any rate changes.

2. Once the City has used its permitted wastewater treatment capacity, the Authority agrees to provide to the City wastewater treatment capacity in its' Bear Creek facility up to an annual average daily flow of 500,000 gallons per day. The average daily flow for any month shall not exceed one-hundred and fifty percent (150%) of the average of the three highest months during the previous 12 months. In the event that said flows exceed the amount specified above, all excess flow shall be charged a rate of one-hundred and fifty percent (150%) of the rate of the wastewater treatment rate that is in effect on the date of the excess flow.
  
3. When the City's Bear Creek facility annual average daily flow reaches its permitted capacity, each customer that connects onto the City's sewer facility that is diverted or directed to the City's Authority's Bear Creek Plant shall pay to the Authority the impact fee set by the Authority from time to time. In the event that the City should make improvements or create additional capacity in its existing wastewater treatment facility on Bear Creek or should the City enlarge the capacity of the Bear Creek Wastewater facility, the City shall retain all impact fees from customers that connect onto the City's facilities that are served solely by the City's facility.

#### 8. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
- B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.
- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is issuing the building permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

9. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

10. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

11. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

12. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

13. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

14. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

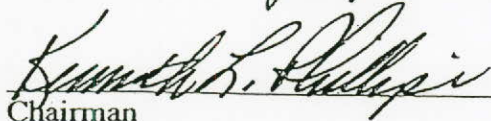
15. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers.

16. This Agreement may be amended by the Authority and the City of Hampton without the consent of the remaining cities.

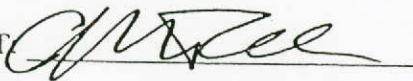
17. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

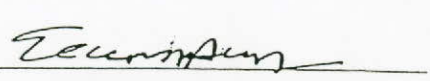
We, the undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 16 day of July, 2004.

  
Chairman  
Henry County Water and  
Sewerage Authority

  
Hugh Lewis, Mayor  
City of Hampton

ATTEST:   
Authority Seal

ATTEST:   
City Seal

AMENDMENT TO COMPREHENSIVE PLAN PERTAINING TO  
HENRY COUNTY WATER & SEWERAGE AUTHORITY

The City of Locust Grove (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water and Sewerage Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute 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 Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.



3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.

4. The Authority will mow easements for the City along sewer trunk lines at least once annually. These easements must be cleared, graded, and made accessible by the City so that the Authority's equipment and personnel can have access to the easement area. The Authority accepts no responsibility for clearing or grading the City's easements. If the Authority contracts out the mowing services for its sewer easements, this service shall terminate.

5. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided.
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.

- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not providing sewer services to the drainage area.
- H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:
1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
  2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
  3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.

4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 5.H.2. above shall apply to the property annexed.
5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
- I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
- J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
- K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
- L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.

- M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

6. Exchange of Service Areas.

- A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.
- C. Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system. The transfer of the existing customers shall be completed as soon as practical after July 1, 2004, but no later than December 31, 2005.

7. As to wastewater treatment facilities:

WHEREAS, the Authority presently has a wastewater treatment facility known as the Indian Creek Wastewater Treatment Facility located west side of I-75 and plans to develop and construct other wastewater treatment facilities in Southern Henry County (all hereinafter called "AWPF"); and

WHEREAS, the City presently has wastewater treatment facilities at Tanger Boulevard, Jackson Street, Skyland, and is constructing a wastewater treatment facility on Indian Creek, east of I-75 (all hereinafter called "CWTF");

- A. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
- B. All wastewater customers that gravity flow into the City's CWTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants.
- C. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

8. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
- B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.
- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") of 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is issuing the building permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

9. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

10. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

11. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

12. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

13. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

14. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

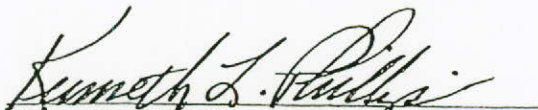
15. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers.

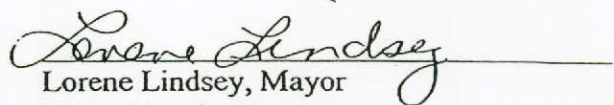
16. This Agreement may be amended between the Authority and the City of Locust Grove without the consent of the remaining cities.

17. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

We, the undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 16 day of July, 2004.

  
Kenneth L. Phillips, Chairman  
Henry County Water and  
Sewerage Authority

  
Lorene Lindsey, Mayor  
City of Locust Grove

ATTEST:   
Kimberly Cochran, Clerk

ATTEST:   
Theresa Breedlove, Clerk

Authority Seal

City Seal

## EXHIBIT II

Where a funding source is identified on the attached SDS forms it shall have its common meaning unless the term has been defined below. In which case it shall have the meaning assigned herein.

Municipal General Funds: To the extent permitted by law, all taxes, fines, fees, forfeitures, interest, enterprise funds, assessments, and all other revenue sources levied or imposed by the municipality within the corporate boundaries of the City. These revenues also include all grants and gifts received by the municipality and all funds bonded by the municipality.

Henry County General Fund: To the extent permitted by law, all taxes, fines, fees, forfeitures, interest, enterprise funds, assessments, and all other revenue sources levied or imposed by Henry County within the unincorporated area of Henry County exclusive of ad valorem property taxes, fees or assessments collected within the incorporated areas of Henry County. These revenues also include all grants and gifts received by Henry County for use in exclusively the unincorporated area of Henry County and all funds bonded by Henry County.

Countywide Revenues: Henry County General Fund and ad valorem property taxes, fees or assessments, the levy of which has been consented to by each City and is collected by the Henry County Tax Commissioner from the incorporated areas of Henry County not otherwise expressly excluded or excepted.



Ernest M. Smith (1911-1992)  
A. J. "Buddy" Welch, Jr., PC  
J. Mark Brittain  
Byrd Garland  
John P. Webb, PC  
C. Walter Pendergrass, III  
William A. White, PC  
Pandora E. Palmer, PC (HI & GA)  
L. Scott Mayfield  
Mark C. Walker  
Andrew J. "Andy" Welch, III (NY & GA)  
Anna C. Dougherty  
Marc A. Avidano (FL & GA)  
David M. Waldroup

# Smith Welch & Brittain LLP

**ATTORNEYS AT LAW**

*Providing a lifetime of service*

Andrew J. Gebhardt  
Lindsay M. Hodgson  
William M. Roberts  
Santana T. Flanigan (WI & GA)  
Katherine E. Fagan  
Timothy W. Haley  
R. Brian Strickland

2200 KEYS FERRY COURT • PO BOX 10 • MCDONOUGH, GEORGIA 30253

Telephone: 770-957-3937 • Facsimile: 678-583-4888

www.swblawfirm.com

January 26, 2010

RECEIVED

JAN 28 2010

Georgia Department of Community Affairs  
Attn: Renetta Hobson  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231

Re: Service Delivery Strategy Agreement - Henry County, Georgia

Dear Ms. Hobson:

My client has forwarded to me a copy of your letter dated January 15, 2010. This letter is to confirm our telephone conversations of January 25 and 26 in which I pointed out to you that Henry County and all of the cities of Henry County had fully complied with all of the requirements of the law and that the issues you raised concerning Form 3, which is enclosed, were also answered in the documents that were filed with the Department of Community Affairs. Please retract your letter of January 15, 2010 and forward proper certification to all parties that all issues have been resolved.

With Kindest Regards,

A. J. (Buddy) Welch, Jr.

AJWjr/jv

Enclosure

cc: LaTonya Wiley, Esq., County Attorney  
R.W. Coley, Mayor, City of Hampton  
Lorene Lindsey, Mayor, City of Locust Grove  
Billy Copeland, Mayor, City of McDonough  
Lee Stuart, Mayor, City of Stockbridge



**SERVICE DELIVERY STRATEGY**  
**FORM 3: Summary of Land Use Agreements**

**Instructions:**

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

**COUNTY: HENRY COUNTY**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
 There are no conflicts between Henry County and the Cities of Hampton, Locust Grove, McDonough, and Stockbridge. The County and Cities have entered into a Joint Comprehensive Plan.

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.)

If "other measures" was checked, describe these measures:  
 n/a

**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.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? See Henry County's Service Delivery Strategy Agreement, Form 2 Water and Sewer with agreements between the Henry County Water and Sewerage Authority and each City attached.

4. Person completing form: **LaTonya Wiley, Esq. (for the County) and A. J. (Buddy) Welch, Jr., Esq. (for the Cities)**

Phone number: **County: 770-288-6280/Cities: 770-957-3937**      Date completed:

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

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

**TYPE CONTACT NAME, TITLE & PHONE HERE**