

Service Delivery Strategy

**Wilkinson County and the Cities of Allentown, Danville, Gordon,
Irwinton, Ivey, McIntyre, and Toombsboro**

JUNE 2018

Previous Versions:

March 2000

August 2006

December 2012



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **WILKINSON**

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.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div style="background-color: #000080; color: white; padding: 10px; margin-top: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</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. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

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

Wilkinson County, City of Allentown, City of Danville, City of Gordon, City of Irwinton, City of Ivey, City of McIntyre, City of Toombsboro, Development Authority of Wilkinson County, Fall Line Regional Development Authority

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

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

911 Communications; Ambulance; Cemetery; Court Services; Emergency Management Services; Fire Protection; Indigent Defense; Jail Operations; Law Enforcement; Probation Services; Public Health; Recreation; Road Construction/Maintenance; Solid Waste Collection/Recycling; Senior Citizen Activities; Street Lighting; Traffic Signs

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.

Animal Control; Economic Development/Tourism (Downtown); Economic Development/Tourism (General Purpose); Economic Development/Tourism (Regional); Library Services; Sewage/Septic Tanks; Stormwater Management; Water Service



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 IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: WILKINSON

Service: *Animal Control*

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

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

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

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

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

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

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

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

- No**

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

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

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>
City of Gordon	General Fund
City of McIntyre	General Fund

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

The City of Gordon remains a provider of Animal Control services. The City of McIntyre has added Animal Control as a service, funded by the General Fund.

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?

The county and city have elected to use resolutions adopted by each governing body to initiate the SDS. Provision of this service will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **478-751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, COUNTY MANAGER, (478) 946-2236



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 IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: WILKINSON

Service: *Economic Development/Tourism (Downtown)*

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

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

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

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

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

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

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

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

- No**

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

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

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>
City of Gordon	General Fund

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

This strategy does not alter the way this service is being provided in the county. The City of Gordon continues to provide economic development and tourism services targeted toward its downtown area through the Main Street Program. The form has been updated to clarify differences in types of economic development services.

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?

The county and city have elected to use resolutions adopted by each governing body to initiate the SDS. Provision of this service will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **478-751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, COUNTY MANAGER, (478) 946-2236



SERVICE DELIVERY STRATEGY

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COUNTY: WILKINSON

Service: *Economic Development/Tourism (General Purpose)*

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

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

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

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

No

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

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

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
Development Authority Wilkinson Co.	Wilkinson County General Fund

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

This strategy does not alter the way this service is being provided in the county. Wilkinson County continues to provide general purpose economic development and tourism services countywide through the Development Authority of Wilkinson County. The form has been updated to clarify differences in types of economic development services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The county and city have elected to use resolutions adopted by each governing body to initiate the SDS. Provision of this service will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **478-751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, COUNTY MANAGER, (478) 946-2236



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: WILKINSON

Service: *Economic Development/Tourism (Regional)*

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

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

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

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

No

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

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

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
Fall Line Regional Dev. Authority	Wilkinson County General Fund, Baldwin County General Fund

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

This strategy does not alter the way this service is being provided in the county. Wilkinson continues to provide regional economic development and tourism services targeted along the Fall Line Freeway through the Fall Line RDA, in partnership with Baldwin County. The form has been updated to clarify differences in types of economic development services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The county and city have elected to use resolutions adopted by each governing body to initiate the SDS. Provision of this service will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **478-751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, COUNTY MANAGER, (478) 946-2236



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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

COUNTY: WILKINSON

Service: *Library 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.): **Wilkinson County, Danville, Gordon, Irwinton, Ivey, McIntyre, Toombsboro**

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>
Wilkinson County	General Fund
Danville, Gordon	General Fund
Irwinton, Ivey	General Fund
McIntyre, Toombsboro	General Fund

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

This strategy does not alter the current method of service delivery. The Gordon Library is completely funded by Gordon, Ivey, and Wilkinson County. The East Wilkinson Library is funded by Wilkinson County, Danville, Irwinton, McIntyre, and Toombsboro. A service area map is included as the service areas are not clearly defined. The attached map contains additional information related to the provision of this service. The additional form 2 is being provided for clarification purposes only.

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?

The county and cities have elected to use resolutions adopted by each governing body to amend the existing Service Delivery Strategy. Service provision will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution. Additionally, any agreements outline above will govern the delivery of this service.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **(478) 751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, WILKINSON COUNTY MANAGER (478) 946-2236



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: WILKINSON

Service: Sewage/Septic Tanks

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.): **City of Gordon, City of Ivey**

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
Cities of Gordon and Ivey	Enterprise Fund, SPLOST, Grants

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

The City of Gordon has expanded its extraterritorial service area. The City of Gordon and City of Ivey remain the only providers of sewage services. All sewage collected by the City of Ivey is treated by the City of Gordon. SPLOST and Grants have been added as possible funding sources.

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
Wastewater Treatment IGA	City of Gordon & City of Ivey	1999 - Ongoing
IGA Amendment (re: Z&S)	City of Gordon & City of Ivey	2018 - Ongoing

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

The county and cities have elected to use resolutions adopted by each governing body to amend the existing Service Delivery Strategy. Service provision will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution. Additionally, any agreements outline above will govern the delivery of this service.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **(478) 751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
Joseph Mosley, Wilkinson County Manager (478) 946-2236



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: WILKINSON

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.): **Wilkinson County, City of Allentown, City of Danville, City of Gordon, City of Irwinton, City of Ivey, City of McIntyre, City of Toombsboro**

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>
County & All Cities	General Fund, SPLOST, Grants

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

Strategy does not alter the current method of service delivery. The service is being formally added to the SDS to clarify that each local government will maintain drainage ditches and other stromwater infrastructure located within the public right-of-way within their jurisdiction.

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?

The county and cities have elected to use resolutions adopted by each governing body to amend the existing Service Delivery Strategy. Service provision will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution. Additionally, any agreements outline above will govern the delivery of this service.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **(478) 751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, WILKINSON COUNTY MANAGER (478) 946-2236



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: WILKINSON

Service: *Water 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.): **City of Allentown, City of Danville, City of Gordon, City of Irwinton, City of Ivey, City of McIntyre, City of Toombsboro**

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>
Cities of Allentown, Danville, Gordon, Irwinton, Ivey, McIntyre, Toombsboro	Enterprise Fund, SPLOST, Grants

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

This strategy does not alter the current method of service delivery. All cities within the county provide water within their municipal boundaries through the use of enterprise funds. SPLOST and Grants have been added as funding sources. This agreement updates the extraterritorial service areas for each jurisdiction and reflects changes in city limits since last update. As a result of changing city limits, Irwinton currently services 9 water customers who have been annexed into McIntyre. While the water services do not currently conflict, they are shown in McIntyre's service area, as McIntyre will assume service provision responsibility when McIntyre's water infrastructure is installed or otherwise made available.

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?

The county and cities have elected to use resolutions adopted by each governing body to amend the existing Service Delivery Strategy. Service provision will be carried out as outlined and authorized by the governing bodies upon passage of the adoption resolution. Additionally, any agreements outline above will govern the delivery of this service.

7. Person completing form: **Greg Boike, Middle Georgia Regional Commission**
 Phone number: **(478) 751-6160** Date completed: June 4, 2018

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

If not, provide designated contact person(s) and phone number(s) below:
JOSEPH MOSLEY, WILKINSON COUNTY MANAGER (478) 946-2236



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: WILKINSON

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

Wilkinson County and the Cities of Allentown, Gordon, Irwinton, Ivey, McIntyre, and Toombsboro have adopted a Joint Comprehensive Plan that contains a compatible and nonconflicting Land Use element. The county and city utilize the existing land use element contained within the Joint Comprehensive Plan as a basis for land use classifications within their jurisdictions. The City of Danville plans with Twiggs County, but, no incompatibilities or conflicts exist.

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

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

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

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The cities will work cooperatively to address water and sewer line extensions, starting with the agreed upon service areas of this SDS. The jurisdiction proposing to expand its services must notify the other jurisdictions of their intent to expand service areas.

4. Person completing form: **Greg Boike, Middle Georgia Regional Commission**

Phone number: **(478) 751-6160** Date completed: June 4, 2018

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:

JOSEPH MOSLEY, WILKINSON COUNTY MANAGER (478) 946-2236



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

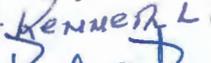
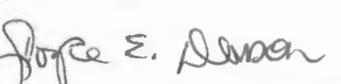
Instructions:

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

COUNTY: WILKINSON

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF ALLENTOWN</u>	Mayor	Robert Davidson		6/15/18
<u>CITY OF DANVILLE</u>	Mayor	Tracy Jackson		6/4/18
<u>CITY OF GORDON</u>	Mayor	Kenneth Turner	 Kenneth L. Turner	6/12/18
<u>CITY OF IRWINTON</u>	Mayor	Roger Bacon		6/11/18
<u>CITY OF IVEY</u>	Mayor	Brenda Broach		6/4/18
<u>CITY OF MCINTYRE</u>	Mayor	Vicki Horne		
<u>CITY OF TOOMSBORO</u>	Mayor	Joyce Denson		6/12/18
<u>WILKINSON COUNTY</u>	Chairman	Mark DuPree		6/15/18

RESOLUTIONS

**RESOLUTION
TOWN OF DANVILLE**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

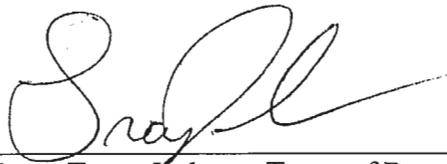
WHEREAS, Town and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the Town of Danville is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Danville that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

BE IT FURTHER RESOLVED that the Mayor of the Town of Danville is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 4th day of June 2018 at the Town's regular council meeting.



Mayor Tracy Jackson, Town of Danville

AFFIX
SEAL



Witness

**RESOLUTION
CITY OF GORDON**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

WHEREAS, city and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the City of Gordon is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Gordon that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

BE IT FURTHER RESOLVED that the Mayor of the City of Gordon is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 4th day of June 2018 at the city's regular council meeting.



Mayor Kenneth Turner, City of Gordon

AFFIX
SEAL



Witness

**RESOLUTION
CITY OF IRWINTON**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

WHEREAS, city and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the City of Irwinton is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Irwinton that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

BE IT FURTHER RESOLVED that the Mayor of the City of Irwinton is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 12th day of June 2018 at the city's regular council meeting.



Mayor Roger Bacon, City of Irwinton



Witness

AFFIX
SEAL

**RESOLUTION
TOWN OF IVEY**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

WHEREAS, Town and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the Town of Ivey is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Ivey that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

BE IT FURTHER RESOLVED that the Mayor of the Town of Ivey is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 11th day of June 2018 at the Town's regular council meeting.



Mayor Brenda Broach, Town of Ivey



Witness



**RESOLUTION
CITY OF MCINTYRE**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

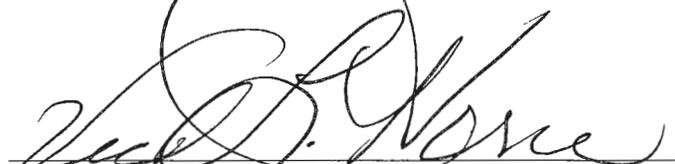
WHEREAS, city and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the City of McIntyre is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

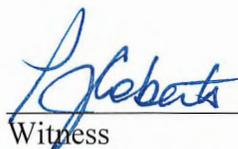
NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McIntyre that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

BE IT FURTHER RESOLVED that the Mayor of the City of McIntyre is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 4th day of June 2018 at the city's regular council meeting.



Mayor Vicki Horne, City of McIntyre



Witness

AFFIX
SEAL

**RESOLUTION
TOWN OF TOOMSBORO**

WHEREAS, during its 1997 Legislative Session, the Georgia State Legislature adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

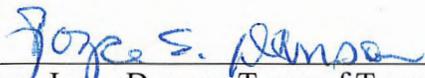
WHEREAS, Town and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

WHEREAS, the Mayor of the Town of Toombsboro is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Toombsboro that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

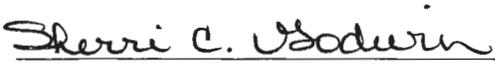
BE IT FURTHER RESOLVED that the Mayor of the Town of Toombsboro is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 12th day of June 2018 at the Town's regular council meeting.



Mayor Joyce Denson, Town of Toombsboro

AFFIX
SEAL



Witness

**RESOLUTION TO ADOPT THE SERVICE DELIVERY STRATEGY
FOR WILKINSON COUNTY AND HER MUNICIPALITIES**

WHEREAS, during its 1997 Legislative Session, the Georgia General Assembly adopted the Service Delivery Strategy Act; and

WHEREAS, this act requires that every county within the State of Georgia adopt a Service Delivery Strategy which identifies the methods, funding sources, service provider, and geographic service area of each public service activity provided within the county; and

WHEREAS, the Service Delivery Strategy must be officially adopted and verified by the Georgia Department of Community Affairs by June 30, 2018; and

WHEREAS, city and county officials have worked diligently to prepare the county's Service Delivery Strategy; and

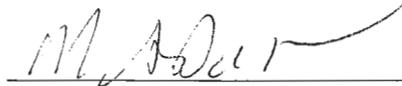
WHEREAS, the Chairman of the Wilkinson County Board of Commissioners is required to sign the requisite documents acknowledging approval of the Service Delivery Strategy.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Wilkinson County that the attached Wilkinson County Service Delivery Strategy is hereby adopted as the official Service Delivery Strategy, to be updated from time-to-time as required in Title 36 of the Official Code of Georgia Annotated 36-70-1 et al; and

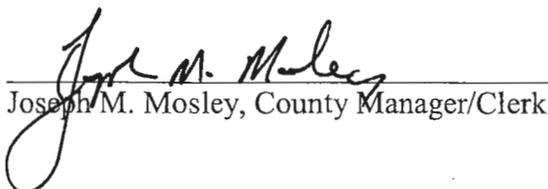
BE IT FURTHER RESOLVED that the Chairman of the Wilkinson County Board of Commissioners is hereby authorized to place the Service Delivery Strategy on the appropriate forms prescribed by the Georgia Department of Community Affairs, to execute those forms in the proper places, and to submit the Service Delivery Strategy to the Department of Community Affairs for verification in compliance with O.C.G.A. 36-70-26.

Adopted this 5th day of June 2018.

Wilkinson County, Georgia



Mark A. DuPree, Chairman
Wilkinson County Board of Commissioners



Joseph M. Mosley, County Manager/Clerk

AFFIX
SEAL

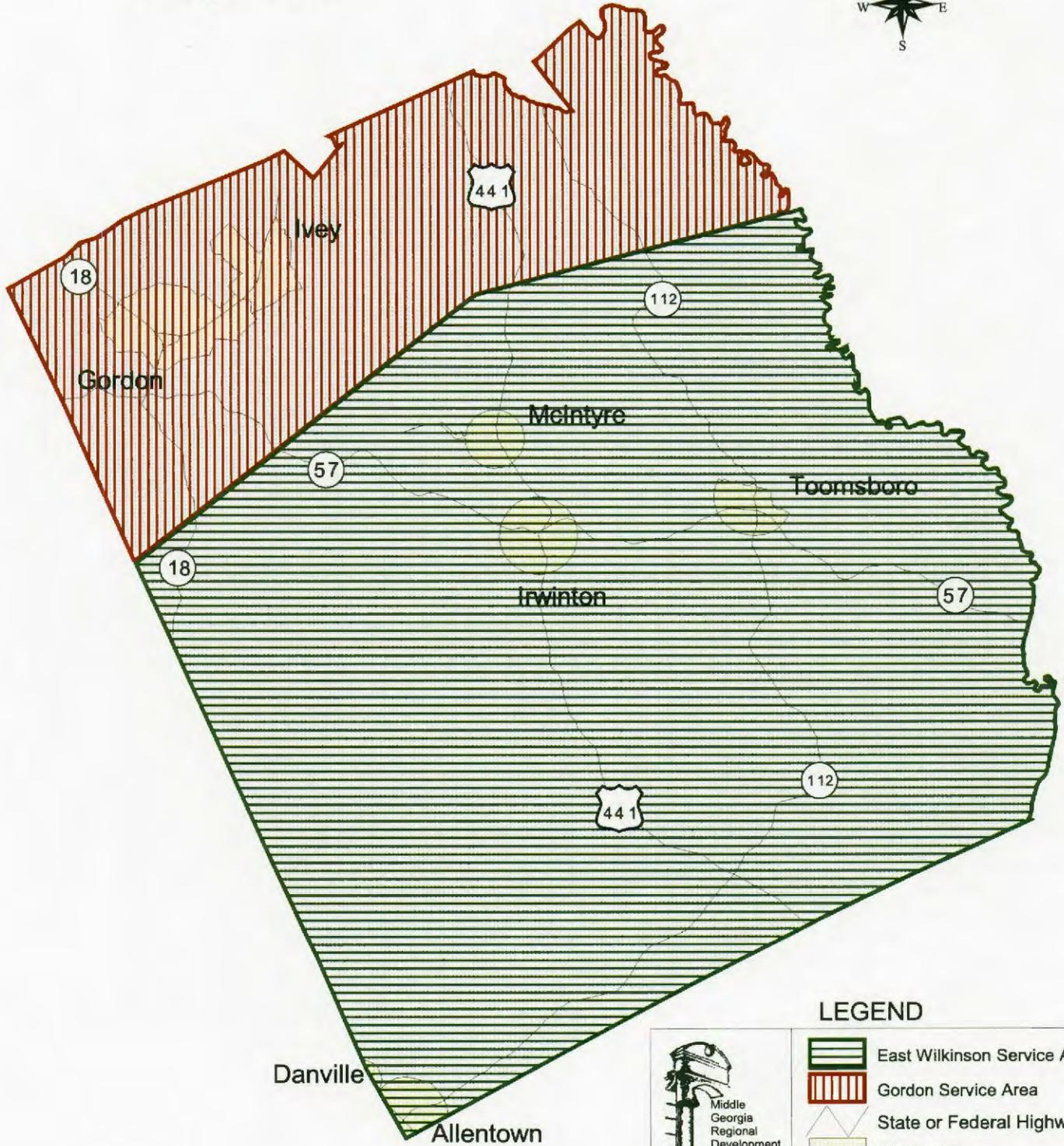
MAPS

Service Delivery Strategy Map

Current Library Service Area

Wilkinson County and Cities

May 2006



LEGEND



Middle Georgia Regional Development Center

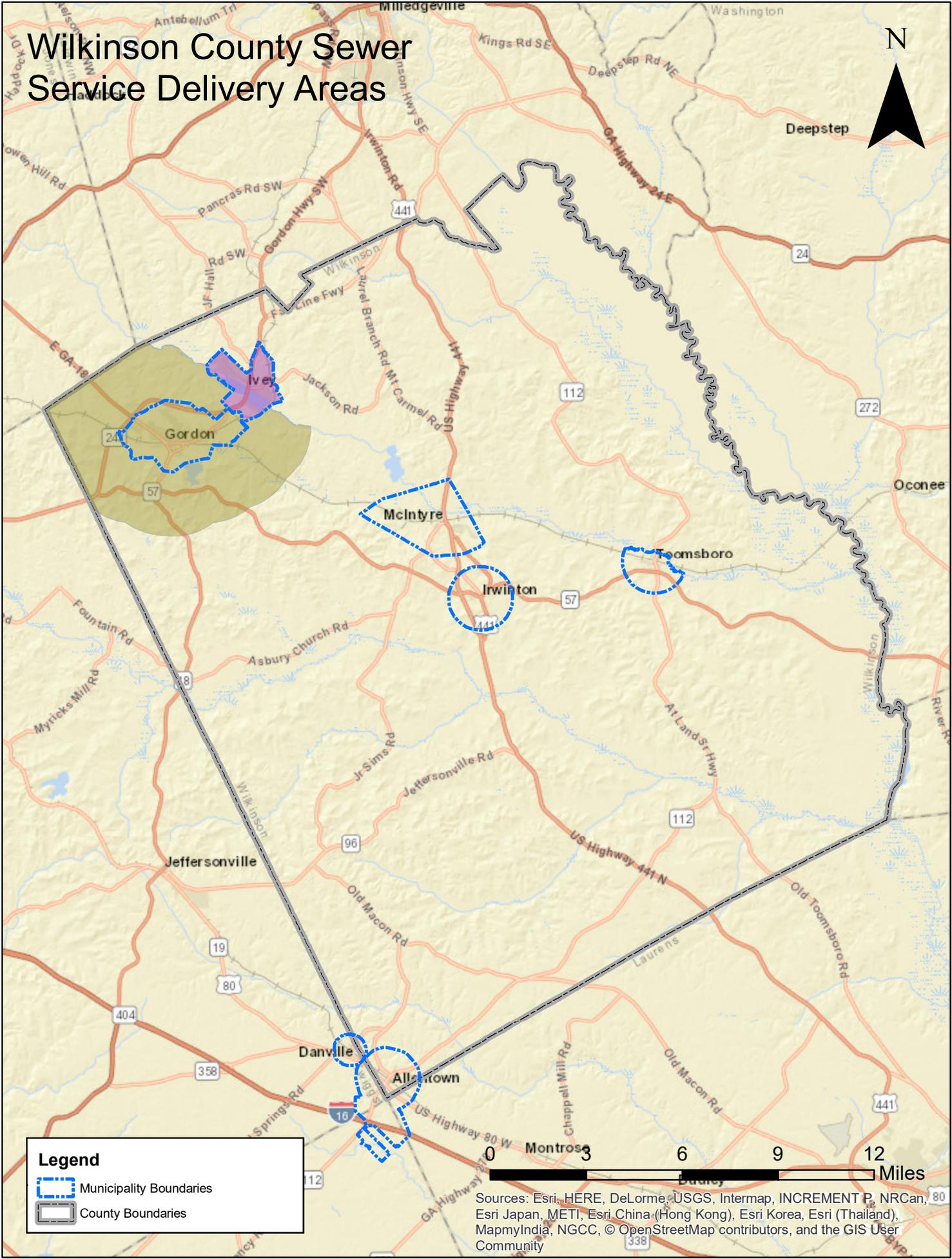
-  East Wilkinson Service Area
-  Gordon Service Area
-  State or Federal Highway
-  City Limits



Map created in May of 2006 by the Middle Georgia Regional Development Center. The service delivery areas delineated on this map were agreed upon by Wilkinson County, the Cities of Gordon, Irwinton, and McIntyre, and the Towns of Allentown, Danville, Ivey, and Toombsboro. This map is intended for general planning and related purposes, as it pertains to the delineation of service provision areas in Wilkinson County in accordance with the principles and guidelines of the Service Delivery Strategy Act.

The Middle Georgia Regional Development Center, Wilkinson County, and the seven incorporated jurisdictions within its boundaries assume no responsibility for the legal accuracy of the information represented on this map.

Wilkinson County Sewer Service Delivery Areas

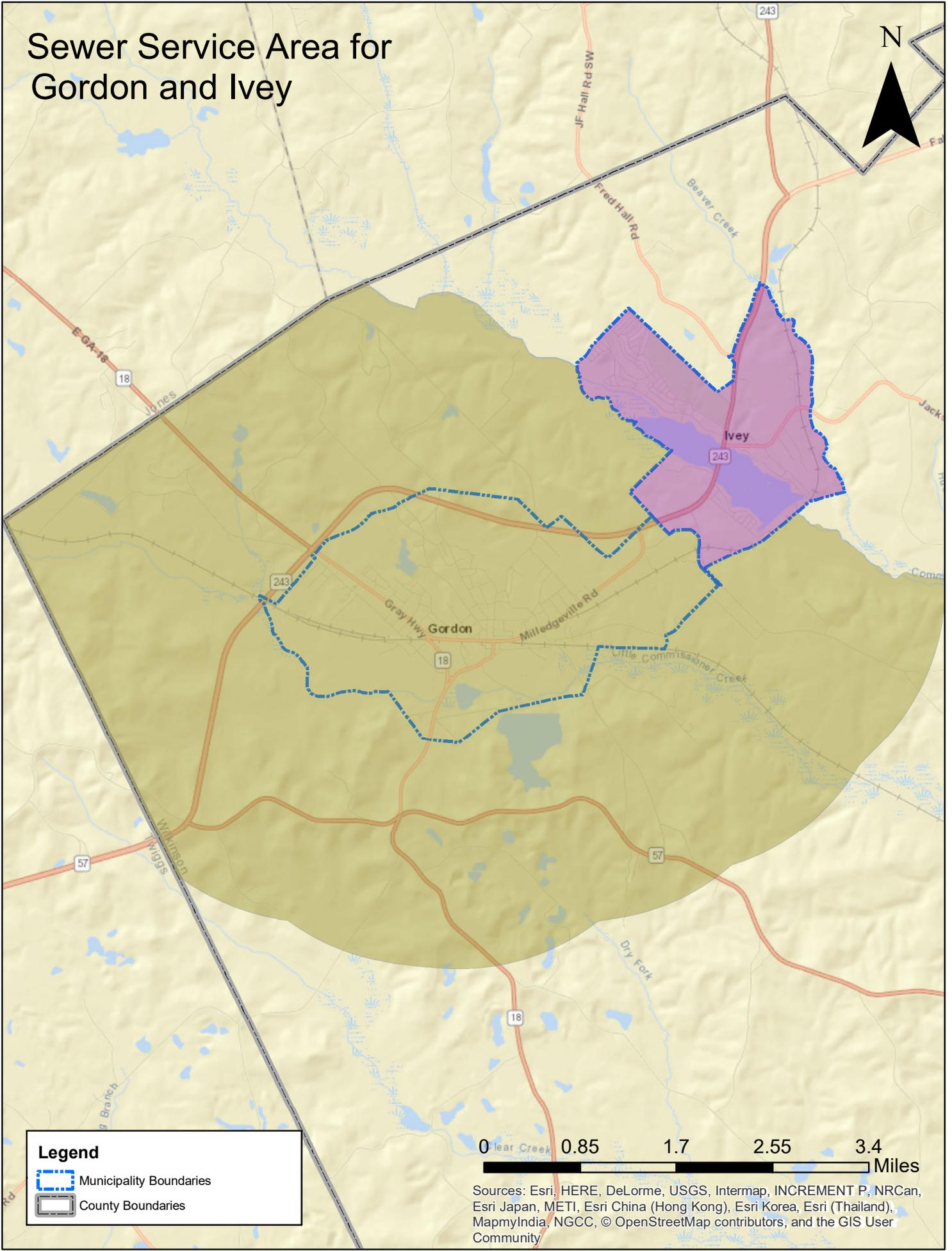


Legend

-  Municipality Boundaries
-  County Boundaries

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Sewer Service Area for Gordon and Ivey



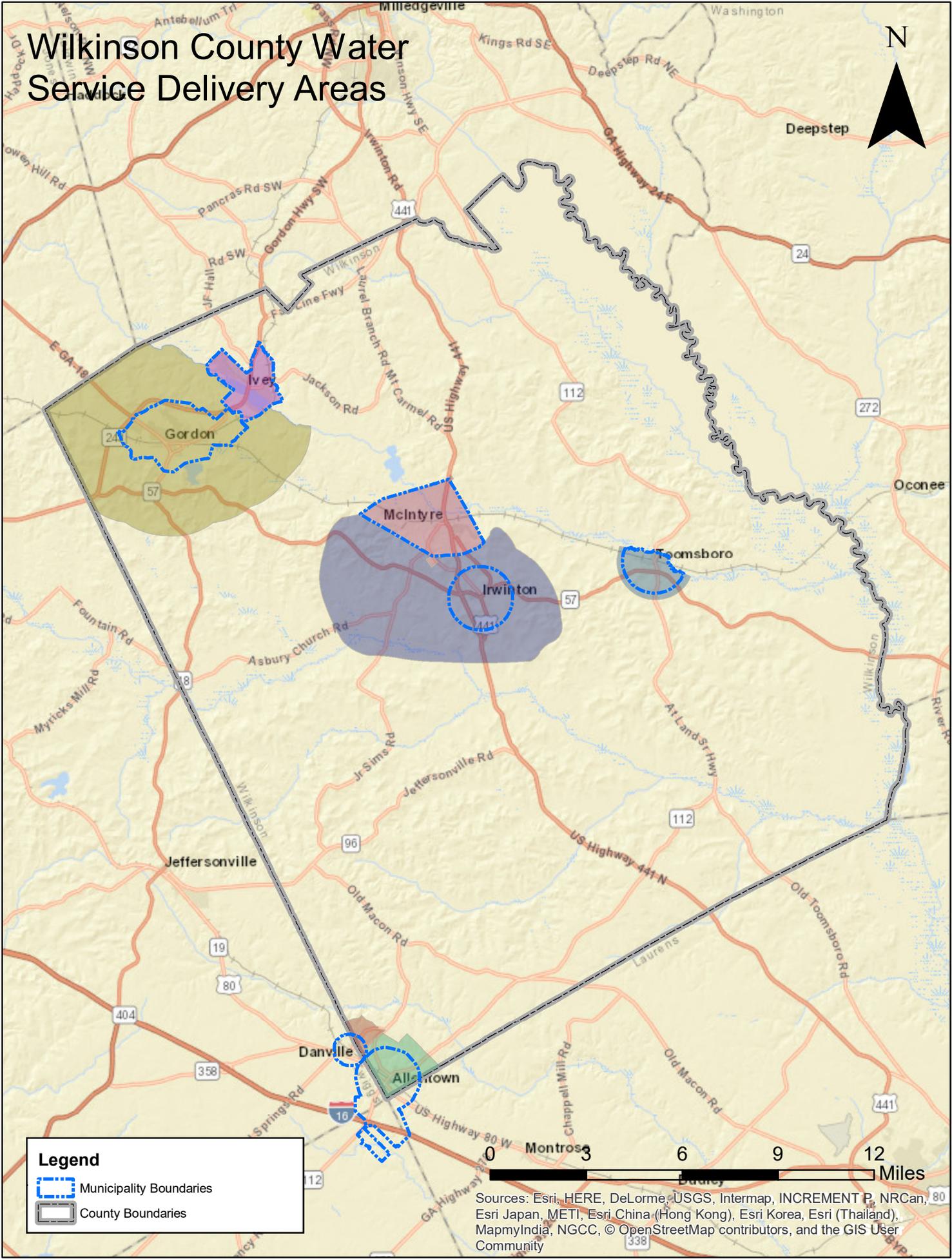
Legend

-  Municipality Boundaries
-  County Boundaries



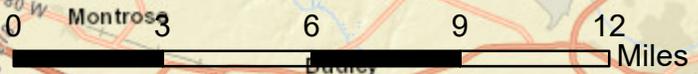
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Wilkinson County Water Service Delivery Areas



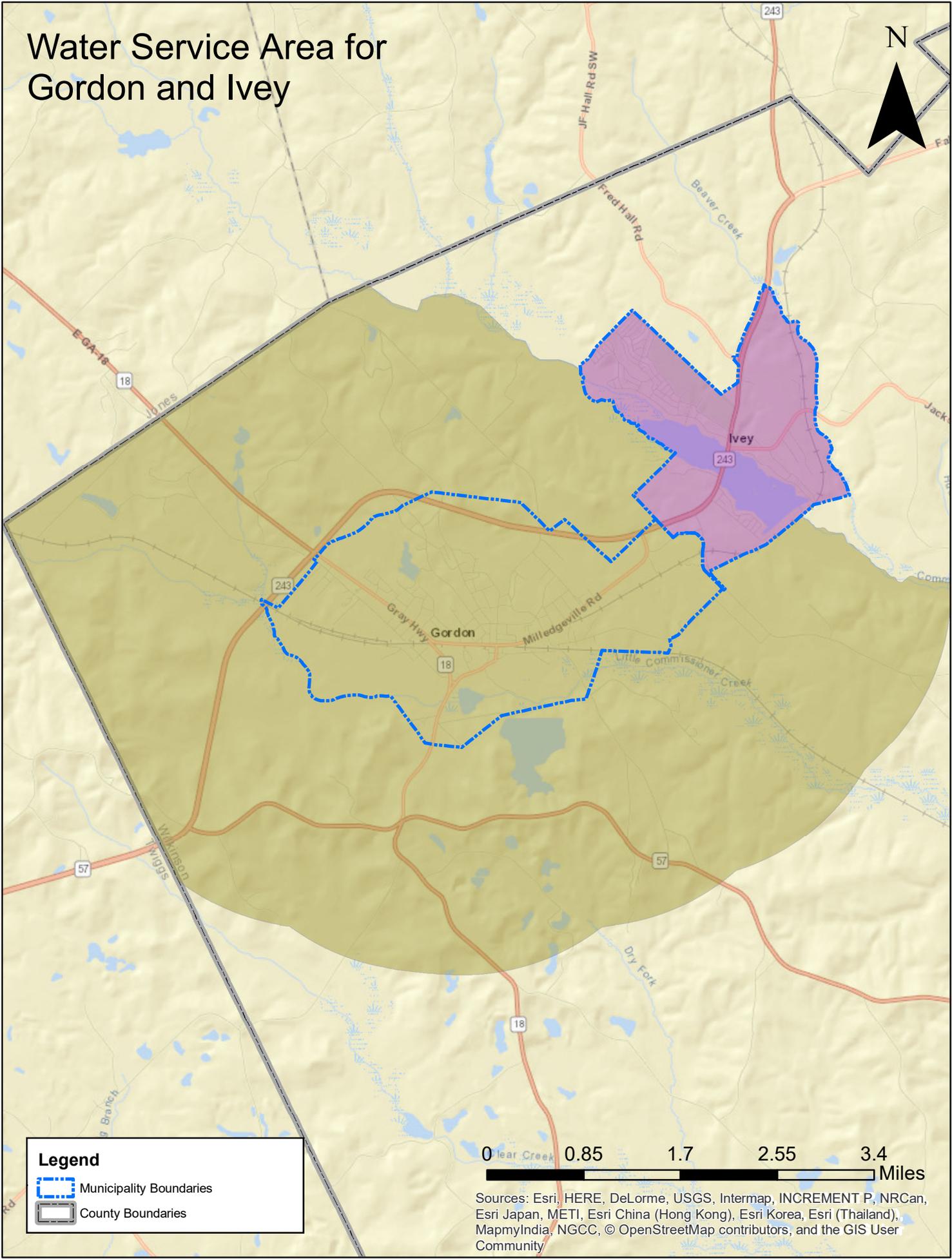
Legend

-  Municipality Boundaries
-  County Boundaries



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Water Service Area for Gordon and Ivey



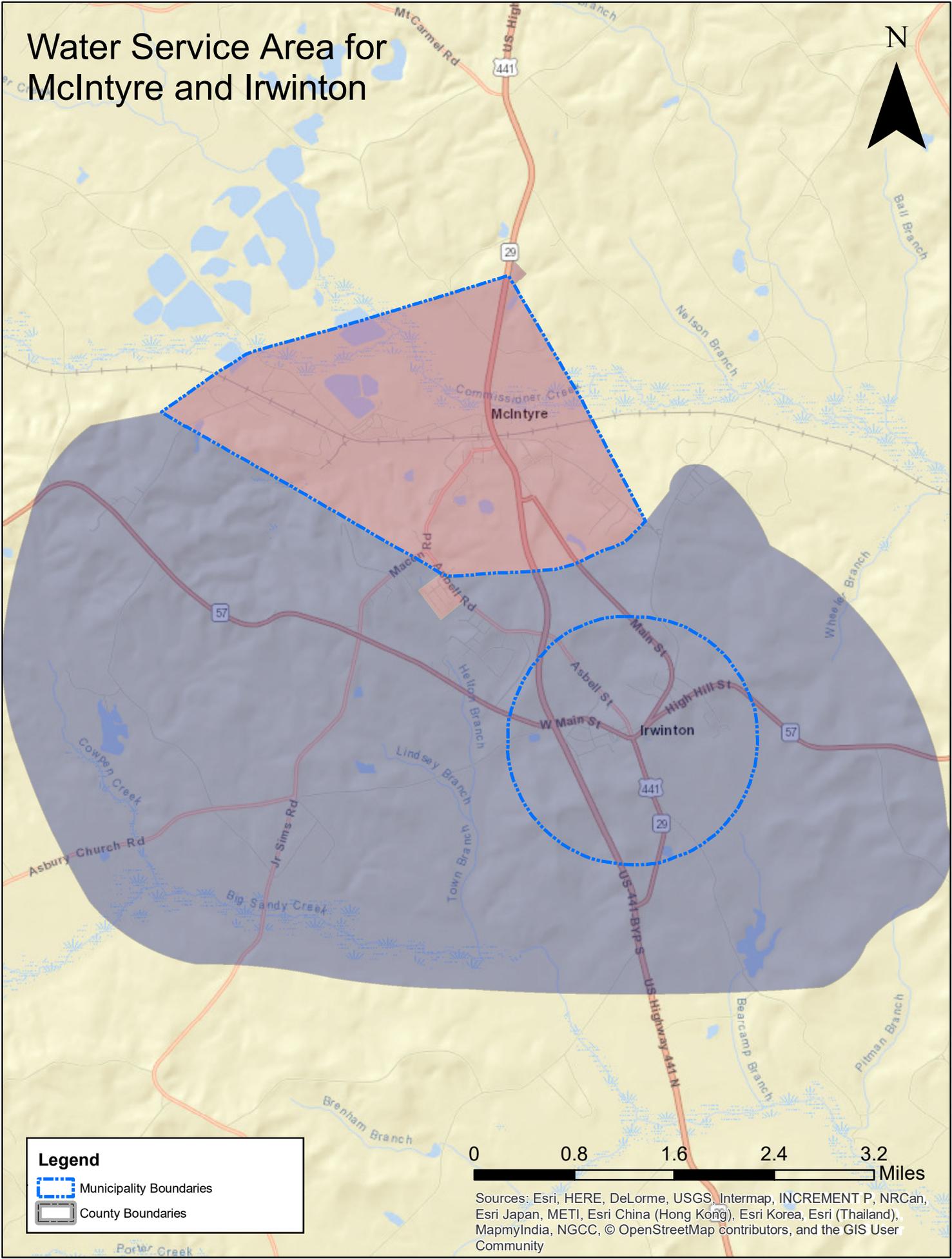
Legend

-  Municipality Boundaries
-  County Boundaries



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Water Service Area for McIntyre and Irwinton



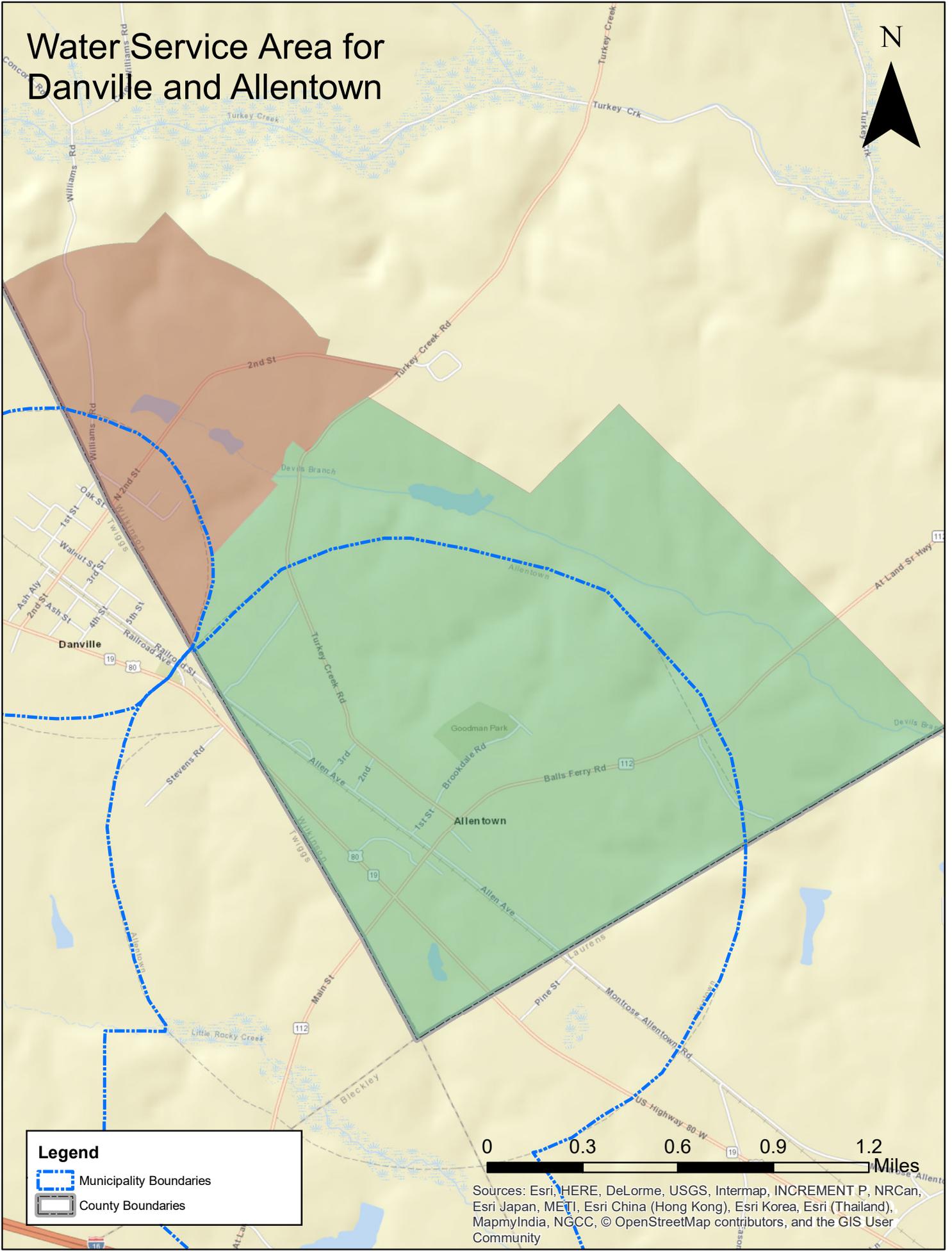
Legend

-  Municipality Boundaries
-  County Boundaries



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Water Service Area for Danville and Allentown



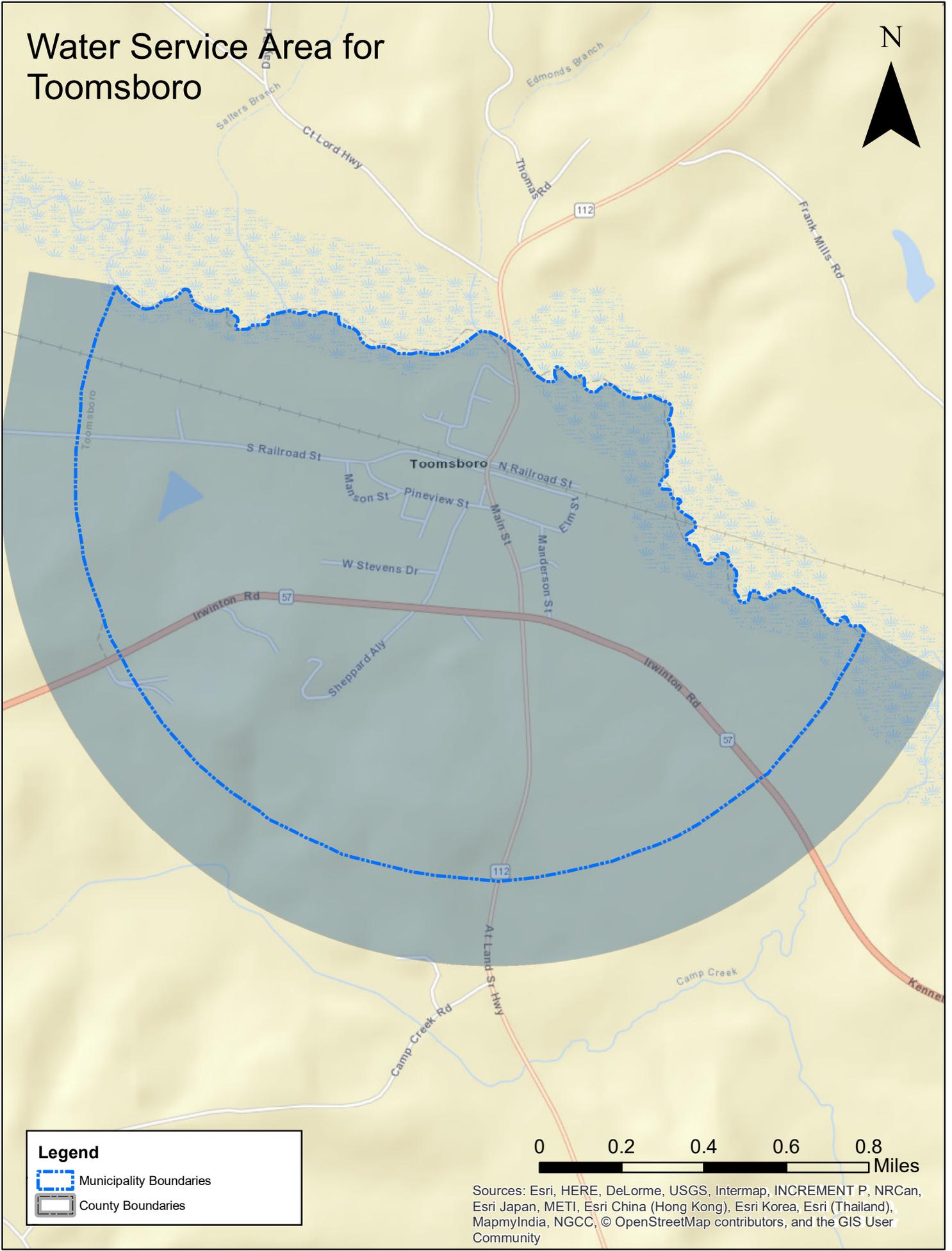
Legend

- Municipality Boundaries
- County Boundaries



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Water Service Area for Toomsboro



Legend

-  Municipality Boundaries
-  County Boundaries



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

INTERGOVERNMENTAL AGREEMENTS

INTERGOVERNMENTAL AGREEMENT

GEORGIA, WILKINSON COUNTY

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUNICIPAL WASTEWATER TREATMENT SERVICE (the “**Intergovernmental Agreement**”), dated for convenience of reference as of November 15, _____, 1999 by and between **THE CITY OF GORDON, GEORGIA**, a municipal corporation of the State of Georgia (sometimes hereinafter referred to as “**GORDON**”), and **THE CITY OF IVEY, GEORGIA**, a municipal corporation of the State of Georgia (sometimes hereinafter referred to as “**IVEY**”);

WITNESSETH:

WHEREAS, the City of Ivey, Georgia is undertaking the engineering, planning and installation of a municipal sanitary sewer collection system; and

WHEREAS, assistance for a portion of the funding for said sewer system is being provided by the United States Department of Agriculture (USDA), Rural Development Division; and

WHEREAS, the City of Ivey must provide a method for the receipt, processing and treatment of such sanitary sewer waste products; and

WHEREAS, the City of Gordon has recently completed the construction of a new wastewater treatment facility in the City of Gordon; and

WHEREAS, the City of Gordon has excess wastewater treatment capacity and is willing to provide wastewater treatment services for the City of Ivey; and

WHEREAS, the City of Gordon and the City of Ivey are authorized to and are entering into this Intergovernmental Contract pursuant to the provisions of Article IX, Section III,

Paragraph I of the Georgia Constitution of 1983, in order to provide for the proper collection, treatment, and disposal of wastewater from the City of Ivey;

NOW, THEREFORE, in consideration of the premises and the undertakings as hereinafter set forth, it is agreed between the City of Gordon and the City of Ivey, each acting by and through its authorized officers, as follows:

1. MUNICIPAL WASTEWATER TREATMENT SERVICES.

A. Gordon agrees to provide for the receipt and treatment of wastewater from the sanitary sewer system from Ivey. Gordon shall provide a tap on point to a 15" sewer line at a location to be designated by Gordon *on Mill Pond Road*, which will be accessible to Ivey. Ivey shall install a suitable flow meter in accordance with specifications of the engineer in charge of the sewer collection system for Ivey. The costs of the installation and maintenance of the meter, piping, valves, and accessories to the access point provided by Gordon, including engineering services, shall be paid for by Ivey. Gordon hereby grants to Ivey the right to connect to said sewer at such designated location. Gordon shall have the right to inspect the installation of the sewer connection and meter by Ivey before backfilling the trench.

B. In order to protect the integrity and operation of the Gordon wastewater treatment facility, Ivey shall notify Gordon, in writing, prior to allowing any sewer tap-ons from industrial or commercial customers. Ivey shall inform Gordon of the type(s) of wastewater such customer proposes to deposit into the system. Gordon shall have a reasonable opportunity to verify such information, and request assistance from the Georgia Department of Natural Resources (DNR), Environmental Protection Division (EPD), to ensure that the types of waste water generated will not damage or impair the operation of the natural eco-system at the Gordon wastewater treatment facility.

2. CAPACITY.

It is contemplated by the parties that the sewer collection system in Ivey will collect approximately 220,000 gallons per day, and Gordon has the excess capacity to handle such amount. In addition, should additional disposal capacity be needed by Ivey during the term of this

Agreement, Gordon agrees to provide for the treatment of up to *250,000 gallons per day*. *Treatment of more than 250,000 gallons per day shall require the consent of Gordon and a modification to this Agreement.*

3. RATES.

The volume of wastewater accepted and treated by Gordon from Ivey shall be measured by the flow meter described in Section 1, above. The rates for the service provided by Gordon shall be as follows:

A. For the first 12 months of service, commencing on the date when wastewater is first metered by Gordon on a full-time basis (the "base period"), Ivey shall pay Gordon, a fee for such treatment services at the rate of **\$1.25 per thousand gallons**, as measured by the flow meter. Gordon shall bill Ivey on a monthly basis, with the bill to be determined by multiplying the number of gallons as measured by the meter by the applicable rate per thousand gallons.

B. For each twelve (12) month period after the base period, and no later than September 30th of each year, the rate charged to Ivey shall be subject to adjustment in order to reflect the increased wastewater treatment costs incurred by Gordon. If the rate charged to Ivey is increased, Gordon shall notify Ivey no later than September 30th of the year, and the revised rates shall take effect with the October billing.

C. Rates shall not be increased any more frequently than once each 12 month period.

D. Gordon reserves the right to discontinue service if payment for each months service is not made within 30 days after billing.

4. DURATION.

This agreement shall become effective on the date stated above, and shall be in force for a period of thirty (30) years from said date.

5. REPAIRS.

Ivey shall be responsible for all maintenance and repairs to its collection system and meter, up to the access point provided by Gordon.

6. MODIFICATIONS.

This agreement shall be subject to modification, from time to time, as the parties may see fit and agree upon; however any such modifications shall be in writing, and attached to this agreement.

7. INDEMNIFICATION.

Ivey shall indemnify and hold Gordon harmless from any and all damages to property or personal injury which may arise from time to time by reason of or in the course of the performance of any of Ivey's obligations under this agreement, which damages or injuries are occasioned by any negligent act or omission on the part of Ivey, its agents, employees, or contractors.

8. COUNTERPARTS.

This Intergovernmental Agreement may be executed in two or more counterparts, each of which when fully executed shall be an original, and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

9. NOTICES.

All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent via registered or certified mail to any party hereto at such address of which it shall have notified the party giving such notice in writing.

10. DISPUTE RESOLUTION.

Upon written notice to the other party, any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, shall be resolved in the following manner:

A. The parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreements. Toward that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory

to both parties. If they do not reach such solution within a period of ten (10) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be submitted to mediation under the alternate dispute resolution (ADR) procedures recognized or authorized by the Georgia Commission on Alternate Dispute Resolution under the authority of the Supreme Court of Georgia.

B. Submission of any dispute to mediation (whether or not such mediation is successful) shall be a prerequisite to the filing of any legal action in any court by either party.

C. Any such disputes submitted to mediation under the ADR procedures mentioned above shall be finally resolved within thirty (30) days of the commencement of the resolution procedure, unless the parties mutually agree to extend the time for completion of the resolution process.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding of the parties, and there are no other agreements or understandings, except those incorporated herein, which shall have any force or effect.

IN WITNESS WHEREOF, the parties have signed this Agreement and affixed their seals, on the above date.

THE CITY OF GORDON, GEORGIA

BY: Cyler D. Garner

Cyler D. Garner, Mayor

Attest: Fay B. Garner

Fay B. Garner, City Clerk/Treasurer

I hereby certify that the above Agreement was approved by the Mayor and Council of Gordon at a meeting of the Mayor and Council on the 15 day of November, 1999.

Fay B. Garner
Fay B. Garner, Clerk/Treasurer

(Gordon Seal)

THE CITY OF IVEY, GEORGIA

BY: James Sheppard
James Sheppard, Mayor

Attest: Gwen Beck
Gwen Beck, City Clerk
(City Seal)

I hereby certify that the above Agreement was approved by the Mayor and Council of Ivey at a meeting of the Mayor and Council on the 8th day of November, 1999.

Gwen Beck
Gwen Beck, Clerk

(Ivey Seal)

govt/ivey/usda/agreement/jab

11/3/99

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “**Amendment**”), made and entered into to be effective as of March ____, 2018 (the “**Effective Date**”), by and between the **CITY OF GORDON, GEORGIA**, a municipality chartered under the laws of the State of Georgia (“**Gordon**”), and the **CITY OF IVEY, GEORGIA**, a municipality chartered under the laws of the State of Georgia (“**Ivey**”); together, Gordon and Ivey are each a “**Party**” and together are the “**Parties.**” Both Gordon and Ivey are incorporated wholly within **WILKINSON COUNTY** (the “**County**”), a county and political subdivision of the State of Georgia, which is executing an Acknowledgment of this Amendment in order to acknowledge its respective consent to the provisions hereof as to the provision of services in an unincorporated area of the County, but is not considered to be a Party.

WITNESSETH:

WHEREAS, the Parties entered into that certain Intergovernmental Agreement dated November 15, 1999, a true and correct copy of which is attached hereto as Exhibit A (the “**IGA**”), relating to the undertaking, installation and operation of a force sewer main (the “**Ivey-Gordon Force Main**”) to allow for sewer wastes from Ivey to be conveyed from the incorporated area of Ivey, through unincorporated areas of the County, to and to be managed and treated by Gordon’s sewage treatment system (the “**Gordon System**”);

WHEREAS, (i) Ivey constructed and installed the Ivey-Gordon Force Main, using its own funds and funds borrowed from a loan from the U.S. Department of Agriculture (the “**USDA Loan**”), (ii) the Ivey-Gordon Force Main was connected to the Gordon System, and (iii) the Parties have been operating under the terms of the IGA;

WHEREAS, the Parties are entering into this Amendment relating the provision of sewer service to Zschimmer & Schwarz Ivey, LLC (the “**Company**”) by Gordon in order to provide sewer service to the Company’s facility, which is currently under construction and located on the land described in the attached Exhibit B (the “**Property**”);

WHEREAS, the Property lies in the unincorporated area of the County, but has been determined by Gordon to be serviceable by the Gordon System if connected to section of the Ivey-Gordon Force Main such that sewerage can be treated thereafter by the Gordon System;

WHEREAS, the Development Authority of Wilkinson County (the “**Authority**”) has entered into a Memorandum of Understanding with the Company dated May 27, 2015 (the “**MOU**”), to which the County acknowledged its consent thereto, under which the Authority has undertaken the commitment under to provide sewer to the Property;

WHEREAS, the Authority has coordinated with the Company and Gordon in the submission of a grant to the OneGeorgia Authority (the “**Grant**”) to pay for the costs related to an expansion of the Gordon System, including lines, stations, and connections, along with associated professional engineering and contracting fees to serve the Company by tying into the Ivey-Gordon Force Main (the “**Sewer Extension Project**”);

WHEREAS, neither the IGA nor the current Service Delivery Strategy between Ivey, Gordon, and the County addresses the handling of additional sewer customers along the Ivey-Gordon Force Main outside the city limits of Ivey, and the Property lies outside of the city limits of Ivey;

WHEREAS, Ivey and Gordon wish to amend the IGA to (i) make provision for service of the Company with the Sewer Extension Project through the Grant, (ii) plan for other potential future customers which may connect to the Ivey-Gordon Force Main, and (iii) allow Ivey to remain in compliance with the USDA Loan by equitably addressing maintenance cost of and tap fees for the Ivey-Gordon Force Main in light of the connection of customer(s) to the Gordon System via the Ivey-Gordon Force Main other than Ivey;

NOW, THEREFORE, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, Gordon and Ivey do hereby agree, as follows:

Section 1 RECITALS AND DEFINITIONS. Gordon and Ivey hereby agree that the foregoing recitals and premises shall constitute a substantive part of this Amendment. The words and terms defined in the IGA or elsewhere herein shall have the meanings ascribed to them, unless the context or use indicates another or different meaning or intent.

Section 2 REPRESENTATIONS AND WARRANTIES. Ivey and Gordon each make the following representations as the basis for the undertakings on its respective part herein contained:

A. Authority. Ivey and Gordon each is a municipality chartered under the laws of the State having power to enter into and execute and deliver this Amendment and, by proper action of its respective governing body, has authorized the execution and delivery of this Amendment and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Amendment, and no approval, referendum or other action by any governmental authority, agency, or other person or persons is required in connection with the delivery and performance of this Amendment by either except as shall have been obtained as of the date hereof.

B. Obligations Binding. This Amendment has been duly executed and delivered by both Ivey and Gordon and constitutes the legal, valid, and binding obligation of both Ivey and Gordon, enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles.

C. No Violation. To the best of each Party's knowledge and belief, the authorization, execution, delivery, and performance by Ivey and Gordon of this Amendment and compliance by Ivey and Gordon with the provisions hereof do not and will not violate the laws of the State relating to Ivey or Gordon or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement, or other instrument to which either is a party or by which either is bound.

D. No Litigation. There is no litigation or proceeding pending, or to the knowledge of Ivey or Gordon threatened, against Ivey or Gordon or against any person relating to the IGA,

Ivey-Gordon Force Main, or otherwise having a material adverse effect on the right of Ivey or Gordon to execute this Amendment or the ability of Ivey or Gordon to comply with any of its obligations under this Amendment or the IGA.

Section 3 SPECIFIC AMENDMENTS TO IGA. In recognition of the above, Ivey and Gordon agree to the following amendments and additions to the IGA:

A. Use of Ivey-Gordon Force Main to Serve the Company; Future Connections. Ivey and Gordon hereby agree to the following:

(i) Sewer Extension Project; Installation. Ivey and Gordon concur it is appropriate and most economically feasible to implement the Sewer Extension Project by “tapping on” the Ivey-Gordon Force Main to serve the Company. To the extent the costs of the Sewer Extension Project exceed the amount of the available under the Grant, and as required under the MOU, the Authority will be responsible for the costs thereof, including but not limited to causing such engineering, design, contracting, and installation of the Sewer Extension Project to design standards and requirements of Gordon to accept the Sewer Extension Project into Gordon System, EPD requirements, and for provision by Gordon of sewer to the Company. Gordon agrees to undertake such actions as may be necessary to have the Sewer Extension Project accepted into the Gordon System subject to the requirements set forth above, and Ivey shall have no responsibility for the costs or operation of the Sewer Extension Project.

(ii) Title to Sewer Extension Project Easement. Title and use of the Sewer Extension Project shall be vested in Gordon, and Gordon shall be responsible for all costs of maintenance and Operation of the Sewer Extension Project upon completion and acceptance into the Gordon System. The County has agreed to provide a perpetual land easement granting access to the area necessary and sufficient to service the project in the future.

(iii) Future Connections to Ivey-Gordon Force Main. Absent further written agreement between the Parties, any future connections to the Ivey-Gordon Force Main shall be subject to the same provisions as the Sewer Extension Project under this Amendment.

B. Maintenance and Operation Responsibilities of the Ivey-Gordon Force Main.

(i) Maintenance. In recognition of the potential increased maintenance costs which otherwise would be incurred for the Ivey-Gordon Force Main by Ivey, the Parties agree, in accordance with Gordon serving the Company with the Gordon System via the Sewer Extension Project, the IGA is amended such that Gordon will from the Effective Date of this Amendment, undertake and be responsible for all maintenance and operations costs of the Ivey-Gordon Force Main for the portions thereof to the south of the point marked “Proposed Sanitary Forcemain Division Line,” as depicted on that certain drawing prepared by Ingram & Associates, LLC entitled “Sanitary Life Station & Force Main,” a copy of which is attached hereto and incorporated herein as Exhibit C. Gordon shall also maintain the check valve which shall be installed within 100’ of the

“Proposed Sanitary Forcemain Division Line” on Ivey’s side of the line. Other than the aforementioned check valve, Ivey shall continue to be responsible for all costs of maintenance of the Ivey-Gordon Force Main for portions thereof north of the “Proposed Sanitary Forcemain Division Line,” as reflected on the attached Exhibit C.

(ii) Operation of Ivey-Gordon Force Main. The Parties confirm operation of the Ivey-Gordon Force Main shall be solely and exclusively the responsibility of Gordon. Gordon shall determine, at a later time and in a separate agreement, in its discretion and in consultation with its waste water engineer and EPD, whether and to what levels the Company will be allowed to discharge waste in the Sewer Extension Project, the Ivey-Gordon Force Main, and ultimately, into the Gordon System.

C. Tap Fees; Sewer Fees.

(i) Tap Fee. Upon completion of the Sewer Extension Project to Gordon standards, Gordon shall accept title to the Sewer Extension Project for use and maintenance, and Gordon shall thereafter provide sewer services to the Company. At the time the Company applies for service with Gordon through the Sewer Extension Project, Gordon will charge a “Tap Fee” to the Company of \$25,000 for connection to the Gordon System. Upon receipt of the Tap Fee, Gordon will remit one-half of the Tap Fee to Ivey to reimburse it for costs associated with study and assessment of this Amendment.

(ii) Sewer Fees. Gordon shall be entitled to any and all fees for sewer services to the Company. Nothing in this Amendment shall alter the rates and fees which are or may be charged pursuant to the terms of the IGA by Gordon to Ivey for treatment of sewage from Ivey’s collection system flowing through the Ivey-Gordon Force Main, nor shall it limit Gordon’s ability to enter into any separate agreement or MOU with the County or Company, to the extent that it does not conflict with this agreement.

Section 4 MISCELLANEOUS.

A. Effective Date of this Amendment; Duration of Agreement Term. This Amendment shall become effective on the Effective Date of this Amendment reflected on the first page hereof and, shall expire in accordance with the terms of the original agreement.

B. Limited Liability. No officer, council member, employee or agent of Ivey or Gordon, including the person(s) executing this Amendment, shall be liable personally hereunder or for any reason relating to this Amendment. No recourse shall be held against any officer, council member, employee or agent, past, present or future, of Ivey or Gordon for the payment of any amount required under this Amendment, or for any claim based therein, or otherwise in respect thereof, or based on or in respect of this Amendment, any obligation, covenant or agreement contained herein or any amendment hereto, or any successor whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as a part of the consideration for services undertaken by the Parties, expressly waived and released.

C. Notices. All notices and other communications required or contemplated hereunder will be in writing and will be (a) mailed by first-class mail, postage prepaid certified

or registered with return receipt requested, or delivered by a reputable independent courier service, and will be deemed given two (2) business days after being deposited in an official U.S. mail depository (if mailed) or when received at the addresses of the Parties set forth below (if couriered), or at such other address furnished in writing to the other parties or (b) sent by electronic mail and will be deemed given upon telephonic confirmation of receipt from the party's principal addressee:

If to Ivey: City of Ivey, Georgia
148 Ga Highway 243
Ivey, GA 31031
Attn: Mayor Brenda Broach, Email: iveytownhall@windstream.net
Attn: Brian Cole, Email: iveypublicworks@windstream.net

with a copy to: J. David McRee, Esq.
P. O. Box 1310
Milledgeville, GA 31059
Email: jdmcree1957@gmail.com

If to Gordon: City of Gordon, Georgia
115 College Street
Gordon, Georgia 31031
Attention: Mayor Kenneth L. Turner
Email: cogordon2@windstream.net

with a copy to: James S. Green, Esq.
P.O. Box 432
Gordon, Georgia 31031
Email: greenlaw@windstream.net

If to Wilkinson Co.: Wilkinson County, Georgia
PO Box 161
Irwinton, GA 31042
Attn: Mark DuPree, Email: markadupree@windstream.net
Attn: Joseph Mosley, Email: jmosley@wilkinsoncounty.net

with a copy to: DuBose Porter, Esq.
115 S. Jefferson St.
Dublin, GA 31021
Email: sdporter8888@gmail.com

Ivey and Gordon may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notwithstanding any provision of this Amendment to the contrary, whenever a specified number of days is required with respect to any notice such number of days can be reduced upon this Amendment of Gordon and Ivey.

D. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon Ivey, Gordon, and the County (as set forth in the Acknowledgement) and their respective successors and assigns, subject, however, to the limitations contained in the IGA and this Amendment.

E. Severability; Order of Precedence. If any provision of the IGA or this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Should any provision of this Amendment be determined to be in conflict with the provisions of the IGA, the terms of this Amendment shall govern.

F. Entire Contract; Amendments, Changes and Modifications. This Amendment contains the entire contract between Ivey and Gordon relating to matters covered by the IGA and this Amendment. This Amendment may not be effectively amended, changed, modified, altered or terminated by the Parties hereto without the concurring prior written consent of the Parties.

G. Execution in Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. Captions. The captions and headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Amendment.

I. Law Governing Construction of Agreement. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Georgia.

J. Time is of the Essence. Time is of the essence of this Amendment.

K. Review and Approval.

(i) This Amendment was reviewed and adopted by Gordon at a regularly scheduled meeting of the Mayor and Council on the ____ day of April, 2018.

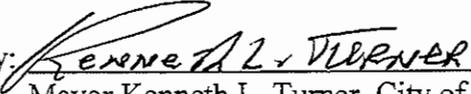
(ii) This Amendment was reviewed and adopted by Ivey at a regularly scheduled meeting of the Mayor and Council on the 15th day of April, 2018.

(iii) The Effective Date shall be the date upon which the last Party approves this Amendment as reflected above.

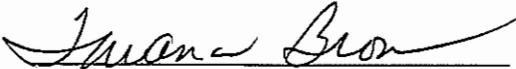
[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers, have caused this Amendment to be executed under seal as of the day and year first above written.

CITY OF GORDON, GEORGIA

By: 
Mayor Kenneth L. Turner, City of Gordon

ATTEST:


City Clerk

[SEAL]

Reviewed and approved by:


City Attorney
City of Gordon, Georgia

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT]

CITY OF IVEY, GEORGIA

By: Brenda Broach
Mayor Brenda Broach, City of Ivey

ATTEST:

Bonnie Sturgeon
City Clerk

[SEAL]

Reviewed and approved by:

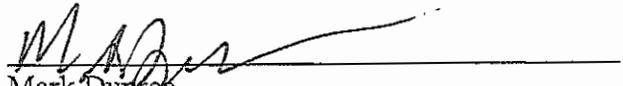
D. J. McRae
City Attorney
City of Ivey, Georgia

[SIGNATURE PAGE TO FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT]

ACKNOWLEDGMENT AND CONSENT

The undersigned acknowledges this Amendment and consents to the Sewer Extension Project being carried out in the unincorporated portion of Wilkinson County in order to serve the Company and other nearby projects to which Ivey and Gordon may so agree.

WILKINSON COUNTY

By: 
Mark Dupree
Chairman, Board of County Commissioners

ATTEST:

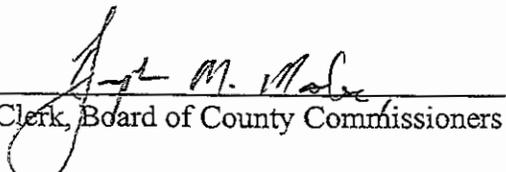

Clerk, Board of County Commissioners
[SEAL]

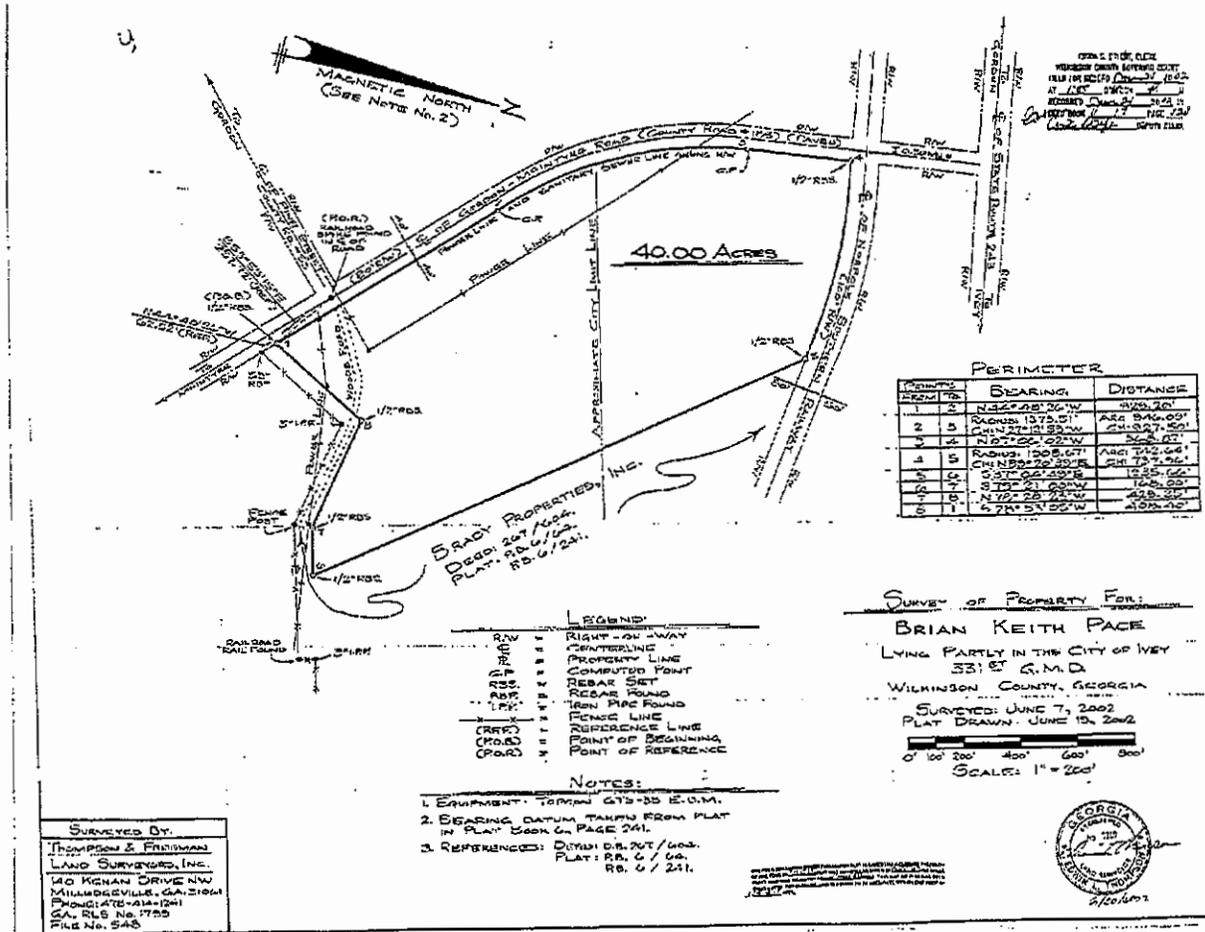
EXHIBIT A

COPY OF INTERGOVERNMENTAL AGREEMENT

[to be attached to original]

EXHIBIT B

DEPICTION OF THE PROPERTY - TRACT 1



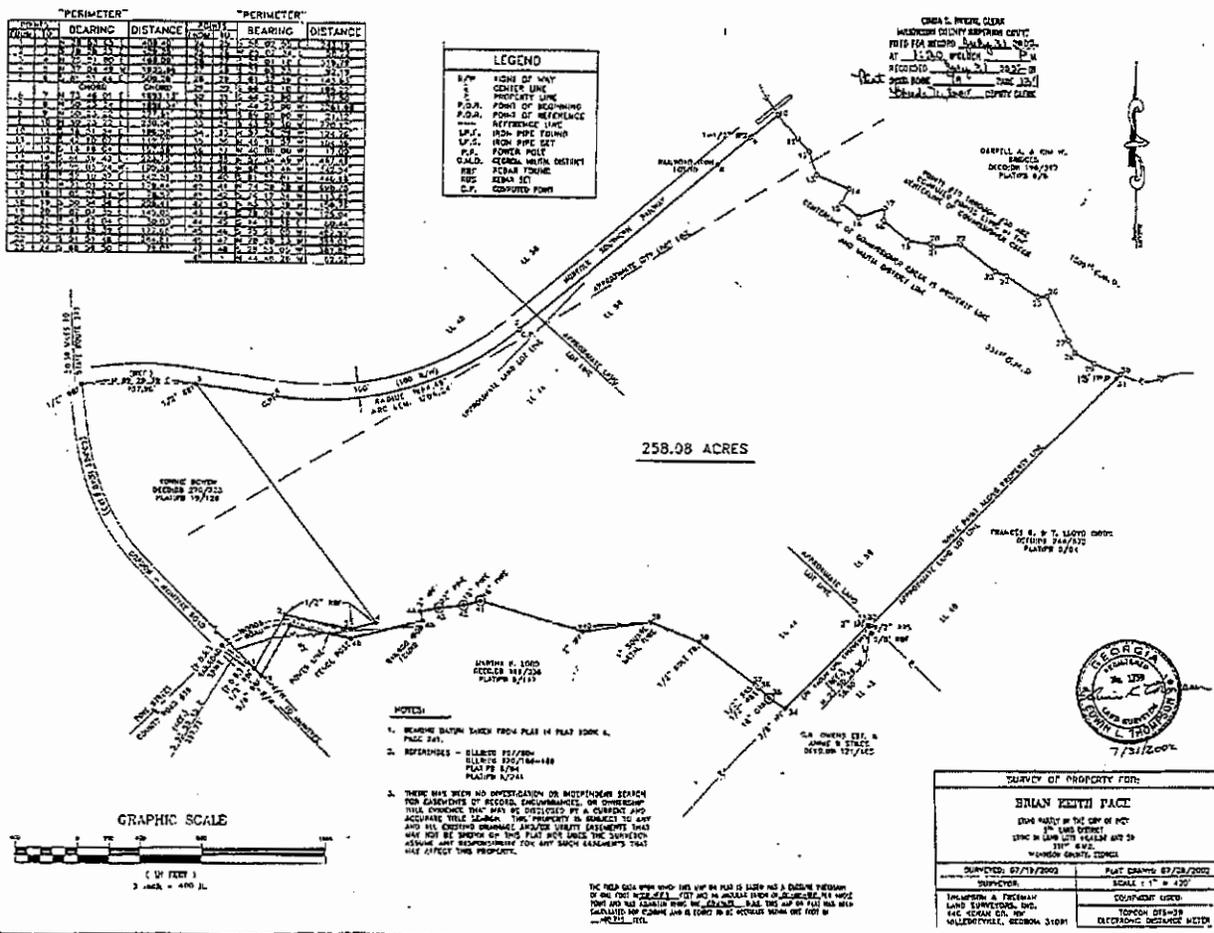
LEGAL DESCRIPTION OF TRACT 2

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the 331ST G. M. District of Wilkinson County, Georgia, containing FORTY (40.00) ACRES, more or less, and being more particularly described and delineated on a Plat of Survey for Brian Keith Pace. Said Plat, prepared by Edwin L. Thompson, GRLS # 1759, dated June 19, 2002, and recorded in Plat Book 19, Page 128, in the office of the Clerk of the Superior Court of Wilkinson County, Georgia, is attached hereto and incorporated herein by reference.

This is the identical property conveyed to Ralph G. Avery and Mike F. Avery by deeds recorded in Deed Book 273, page 477-479, and Deed Book 324, Page 581-582, in the office of the Clerk of the Superior Court of Wilkinson County, Georgia and later conveyed by Ralph G. Avery and Mike F. Avery to the Development Authority of Wilkinson County by a Warranty Deed recorded in Deed Book 331, page 670-671, in the office of the Clerk of the Superior Court of Wilkinson County, Georgia.

EXHIBIT B (cont'd)

DEPICTION OF THE PROPERTY - TRACT 2



LEGAL DESCRIPTION OF TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 44, 45, 58, and 59, 5th Land District, 331st G.M.D. of Wilkinson County, partly in Gordon of Ivey, Georgia, containing 258.08 acres, as shown on a plat of Survey of Property for Brian Keith Pace, prepared by Edwin L. Thompson, Georgia Registered Land Surveyor No. 1759, surveyed July 19, 2002, drawn July 29, 2002 and recorded in Plat Book 19, page 137, Clerk's Office, Wilkinson Superior Court, which plat by this reference thereto is incorporated herein for a more particular and accurate description of said property.

This is a portion of the same property described as the A. B. BROOKS 982-IE Tract in that Limited Warranty Deed from Brady Properties, Inc. to Brian Keith Pace dated June 21, 2002, and recorded in Deed Book 270, Page 166, Clerk's Office, Wilkinson Superior Court.

EXHIBIT C

**DRAWING REFLECTING DEMARCATION FOR IVEY-GORDON FORCE MAIN
MAINTENANCE**

