





FORM 1

COUNTY: MORGAN

I. GENERAL INSTRUCTIONS:

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

OPTION A	OPTION B
Revising or Adding to the SDS	Extending the Existing SDS
 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.) For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service</i> <i>Delivery Arrangements</i> form (FORM 2). 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).] 	 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. 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.

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.

 Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY: In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy. MORGAN COUNTY CITY OF BOSTWICK CITY OF BUCKHEAD CITY OF MADISON CITY OF RUTLEDGE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY. & WALTON COUNTY III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE: In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification. 1. AMBULANCE SERVICE 2. CEMETERY 3. CODE ENFORCEMENT 4. COURTS 5. ECONOMIC DEVLEOPMENT 6. ELECTIONS 7. HEALTH AND HUMAN SERVICES 8. JAILS 9. LAW ENFORCEMENT **10. LIBRARIES** 11. PARKS AND RECREATION 12. PROPERTY TAX ASSESSMENT AND COLLECTION 13. PUBLIC TRANSPORTATION 14. ROAD/BRIDGE CONSTRUCTION/MAINTENANCE **15. SENIOR CENTER** 16. SOLID WASTE COLLECTION/RECYCLING **17. SOLID WASTE DISPOSAL 18. WASTE WATER** 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. 1. ANIMAL CONTROL 2. BUILDING INSPECTIONS 3. EMERGENCY MANAGEMENT SERVICES 4. FIRE PROTECTION 5. LAND USE PLANNING 6. WATER SUPPLY, TREATMENT AND DISTRIBUTION

- 7. ZONING ADMINISTRATION
- 8. ZONING ENFORCEMENT







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	
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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.):**Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

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: Type Name of Government, Authority or Organization Here

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

No

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

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

Local Government or Authority	Funding Method	
Morgan County	General Funds, User Fees	
City of Madison	General Funds, User Fees	

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

Morgan County provides all animal control services to unincorporated County, City of Rutledge, City of Bostwick, and Town of Buckhead. These services are funded through the County's general fund and user fees.

City of Madison provides all animal control services in Madison. These services are funded through Madison's general fund and user fees. Madison transports its animals to County's facility, and County keeps Madison's animals in County's shelter in exchange for payment of \$25 per animal for the first three days of shelter, and then \$8 per animal per day thereafter.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

7. Person completing form: Adam I	Mestres, County Manager	
Phone number: 706-342-0725	Date completed: 02/19/2019	(Revision)

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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	

Service: BUILDING INSPECTIONS

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.):**Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

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: **Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

⊠No

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

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

Local Government or Authority	Funding Method
Morgan County	General Funds, User Fees
City of Madison	General Funds, User Fees

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

Morgan County provides all building inspection services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's building inspection services there.

Madison provides all building inspection services in Madison through a contract with a third-party. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for building inspection services in Madison.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)

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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	JNTY:MORGAN
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Service: EMERGENCY MANAGEMENT SERVICES

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

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

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.): Type Name of Government, Authority or Organization Here

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: **Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

No

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

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

Local Government or Authority	Funding Method
Morgan County	General Funds, Special Revenue Fund
City of Madison	General Funds, User Fees

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

Morgan County provides all central disptach services (911 communications) to Unincorporated County, City of Rutledge, City of Bostwick and Town of Buckhead. These services are funded through County's special revenue fund and general fund.

Morgan County further provides dispatch services for all Priority 1 and Priority 2 calls to the City of Madison at no additional cost.

Morgan County and City of Madison have an intergovernmental agreement to provide dispatch services for all Priority 3 and Priority 4 calls and other anciallary services (GCIC entry, query, & validations, etc...), which agreement remains in full force and effect.

The other provisions of the parties' original agreement from October 1, 1999 regarding "Emergency Managemet Services" unrelated to 911 communications, remain unchanged, except as otherwise amended by the parties.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	Service: FIRE PROTECTION

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

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

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.): Type Name of Government, Authority or Organization Here

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: Type Name of Government, Authority or Organization Here

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

No

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

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

Local Government or Authority	Funding Method	
Morgan County	General Funds, User Fees, SPLOST (for capital outlay)	
City of Madison	General Funds, User Fees, SPLOST (for capital outlay)	

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

Morgan County provides all fire protection services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and SPLOST (for capital outlay projects). County has intergovernmental agreements with Rutledge, Bostwick, and Buckhead to utilize those municipalities' buildings in exchange for providing fire protection services. Copies of those agreements are attached.

Madison provides all fire protection services in Madison . These services are funded through Madison's general fund and SPLOST (for capital outlay projects).

County and Madison have an intergovernmental agreement to provide mutual aid to each other in certain circumstances, and a copy of that agreement is attached. County and Madison further agree that County shall provide fire fighters to Madison for any medical related call that the County fire department normally responds to in both incorporated and unincorporated Morgan County.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)

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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	
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Service: LAND USE PLANNING

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

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

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.): Type Name of Government, Authority or Organization Here

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: Type Name of Government, Authority or Organization Here

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

No

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

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

Local Government or Authority	Funding Method
Morgan County	General Funds, User Fees
City of Madison	General Funds, User Fees

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

Morgan County provides all land use planning services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's land use planning services there.

Madison provides all land use planning services in Madison. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for land use planning services in Madison.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

- 7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)
- 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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN

Service:WATER SUPPLY, TREATMENT AND DISTRIBUTION

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

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

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

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

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

e.) Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): City of Rutledge, City of Bostwick, Town of Buckhead and City of Madison each provide service in their respective areas. All other areas not delineated on the map have in-ground wells & pump houses.

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

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

⊠No

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

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

Local Government or Authority	Funding Method
City of Bostwick	General Funds, User Fees, SPLOST
City of Madison	General Funds, User Fees, SPLOST
City of Rutledge	General Funds, User Fees, SPLOST
Town of Buckhead	General Funds, User Fees, SPLOST

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

The current agreements between the County and the Cities remain unchanged, except that the County and Madison agree to amend the City of Madison's Water Supply, Treatment, and Distribution Service Delivery Area to include Map and Parcel No. 037D 014 (321.39 acres, more or less, currently owned by J & J Conrdas Far, LLC, 1851 Monticello Highway, Madison, GA 30650), as set forth in the Map attached hereto as Exhibit (f)(1). Otherwise, the agreement and service delivery area between Madison and the County remain unchanged.

The other provisions of the parties' original agreement from October 1, 1999 regarding "Water, Supply and Distribution" remain unchanged, except as otherwise amended by the parties.

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
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03-/31/2025

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?

None

7. Person completing form: Adam Mestres, County Manager Phone number: **706-342-0725** Date completed: 02/19/2019 (Revision)

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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGAN	
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Service: ZONING ADMINISTRATION

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.):**Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

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: Type Name of Government, Authority or Organization Here

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

No

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

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

Local Government or Authority	Funding Method
Morgan County	General Funds, User Fees
City of Madison	General Funds, User Fees

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

Morgan County provides all zoning administration services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's zoning administration services there.

Madison provides all zoning administration services in Madison. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for zoning administration services in Madison.

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

Contracting Parties	Effective and Ending Dates
Morgan County & City of Madison	01/03/2019 - 03/31/2025

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?

None

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- 7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)
- 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? XYes No

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







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:MORGA	Ν
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Service: ZONING ENFORCEMENT

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.):**Type Name of Government, Authority or Organization Here**

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.): Type Name of Government, Authority or Organization Here

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: Type Name of Government, Authority or Organization Here

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.): Type Name of Government, Authority or Organization Here

e.) 🖂 Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.): Morgan County for Unicorporated areas and the City of Rutledge, City of Bostwick, & Town of Buckhead; City of Madison within its incorporated boundaries.

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

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

⊠No

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

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

Local Government or Authority	Funding Method
Morgan County	General Funds, User Fees
City of Madison	General Funds, User Fees

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

Morgan County provides all zoning enforcement services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund, fines and fees. County is entitled to collect all fines and fees from Rutledge, Bostwick, and Buckhead arising out of County's zoning enforcement services there.

Madison provides all zoning enforcement services in Madison. These services are funded through Madison's general fund, fines and fees. Madison is entitled to collect all fines and fees for zoning enforcement services in Madison.

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	
Intergovernmental Agreement	Morgan County & City of Madison	01/03/2019 - 03/31/2025	

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?

None

- 7. Person completing form: Adam Mestres, County Manager Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)
- 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? XYes No

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







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:MORGAN

1. What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy? No conflicts exist for land use planning. The City of Madison provides all land use planni County provides this service for unicorporated Morgan County, City of Rutledge, City of I	ng for the City of Madison. Morgan
2. Check the boxes indicating how these incompatibilities or conflicts were addressed:	NOTE:
Amendments to existing comprehensive plans	If the necessary plan amendments,
Adoption of a joint comprehensive plan	regulations, ordinances, etc. have not yet been formally adopted, indicate when
Other measures (amend zoning ordinances, add environmental regulations, etc.)	each of the affected local governments will adopt them.
If "other measures" was checked, describe these measures: If a future conflict were to occur, all jurisdictions agree to follow the Joint County-Municipa Dispute Resolution Process	ality Land Use and Classification
3. What policies, procedures and/or processes have been established by local governme authorities) to ensure that new extraterritorial water and sewer service will be consistent of and ordinances? All water and sewer services that extend inside or outside of a muncipa to fall within the service delivery strategy agreement. Currently, there are no extraterritor and sewer outside of Morgan County's jurisdictional boundaries.	with all applicable land use plans aliates corporate city limits continues
4. Person completing form: Adam Mestres, County Manager	
Phone number: 706-342-0725 Date completed: 02/19/2019 (Revision)	
5. Is this the person who should be contacted by state agencies when evaluating whethe projects are consistent with the service delivery strategy? ⊠Yes □No	r proposed local government
If not, provide designated contact person(s) and phone number(s) below:	

JOINT COUNTY MUNICIPALITY LAND USE CLASSIFICATION DISPUTE RESOLUTION PROCESS

The Board of Commissioners of Morgan County, Georgia and the Governing Authority of each of the municipalities within Morgan County ("County") have agreed to adopt the following Joint County Municipality Land Use Classification Dispute Resolution Process to resolve use classification disputes when the County objects to the proposed land use of an area to be annexed into a municipality within the County.

A. Notice of Proposed Annexation and Proposed Land Use Classification

1. When a municipality initiates a legislative annexation or accepts a Petition for Annexation under any statutory method, it will notify the Morgan County Board of Commissioners in writing of the proposed annexation in the manner required by law pursuant to OCGA §36-36-1 et.seq. and will include in the notification any proposed rezoning of the annexed property.

2. To minimize potential land use conflicts, property located in Morgan County that is annexed by a Municipality shall be classified under that Municipality's Zoning Ordinance for the zoning classification that is most similar to the County's zoning classification as further itemized in the tables herein, unless otherwise agreed upon in writing by both parties. Tables of corresponding zoning classifications, agreed upon by resolution from time to time, shall be made a part of this process by reference.

3. If a rezoning application is filed with a Municipality for property that has been annexed within eighteen (18) months of the effective date of an annexation of the property, the Municipality shall provide the County written notice of the proposed rezoning by certified mail return receipt requested, within five (5) days of the filing of the application of rezoning or notice of a proposed rezoning by the Municipality.

4. The Morgan County Board of Commissioners shall, within thirty (30) days from receipt of the written notice of the proposed rezoning, to-serve the Municipality with its written objection to the proposed rezoning of the property, by certified mail, return receipt requested. Objections shall be forwarded to the Morgan County Planning Commission, to be placed on the next scheduled meeting, for a recommendation. Informal negotiations shall commence if the Board of Commissioners serves the City Council with its written objections

B. Informal Negotiation

1. Within five days of rejecting the recommendation of the Morgan County Planning Commission, the Board of Commissioners and the City Council may appoint representatives to a committee to hold informal zoning negotiations. The County and the Municipality may each appoint up to three representatives.

2. The informal committee meeting shall be scheduled within 10 days of the appointment of the committee representatives.

2. The committee may, by mutual agreement, invite the Northeast Georgia Regional Commission to assist as a facilitator in the discussions.

3. The committee may, by mutual agreement, invite other interested parties, such as the affected property owners, to participate in the discussions but only the representatives shall vote.

4. If the committee representatives reach a potential resolution of the dispute, the representatives shall make recommendations to their respective governing bodies that the proposed resolution be accepted and officially adopted. If either of the governing bodies reject the proposed resolution, they shall notify their committee representatives to request they begin a formal mediation process.

5. If the committee representatives determine that they will be unable to reach a potential resolution of the dispute, the representatives shall report that fact to their respective governing bodies and request that they begin the formal mediation process.

C. Formal Mediation

1. Within fourteen (14) days of receipt of the report by the committee that a resolution of the dispute was not reached, a representative of the Municipality and County shall contact the Northeast Georgia Regional Commission for assistance in scheduling a formal mediation.

2. The Northeast Georgia Regional Commission shall assist the Municipality and County in the selection of a mediator acceptable to both parties.

3. The cost for the mediation will be borne by borne by each of the parties per capita.

4. The mediation should be scheduled as expeditiously as possible but no later than thirty (30) days from the issuance of the committee report to the Municipality and the County or the rejection of the proposed resolution submitted by the committee by one or both of the governing authorities.

5. The City Council and the Board of Commissioners shall appoint no more than three representatives to participate in the mediation.

6. The Municipality and the County may, by mutual agreement, invite other interested parties such as the affected property owners, to participate in the mediation discussions but only the representatives shall vote.

7. If the representatives cannot reach a proposed agreement, the mediator will make a report to each of the governing bodies.

D. Notification of Proposed Land Use Changes

1. Zones of influence are recognized for each of the governing bodies within the county. The Zones extend for two thousand (2000) feet from the city boundaries, both from the city boundary outward into Morgan County and from the City boundary inward. It is declared that each government has

an interest in being informed of and having an opportunity to comment on proposed land use changes within those zones.

2. When a petition for rezoning or variance from development regulations is received by Morgan County Board of Commissioners and any Municipality for property, any portion of which lies within another jurisdiction's zone or influence, the petitioned government shall notify the affected Commission or Council by certified mail, return receipt requested. The notification shall at a minimum identify the affected property, describe the rezoning or variance requested, state the date of any public hearing to be held on the proposed change and state the date by which comments must be received to assure consideration in the rezoning or variance process.

3. The affected government may make written or oral comments on the proposed land use change. The government acting on the petition shall take the comments received into consideration in making its final decision.

Morgan County annex into the City of Madison

Morgan County Zoning

City of Madison Zoning

AG – 5 acres AR – 2 acres	AR – 2 acres AR – 2 acres
R1 - 1.5 acres	R - 1.5 acres
R2 – 1 acre	R1 – .75 acres
R3 – 1 acre	R1 – .75 acres
C1	C2
C2	C3
C3	C5
I1	I-1
I2	I-1
I3	I-2
MXD1 – Stanton Springs only	N/A
MXD3	C3
LR1 – 1.5 acres	N/A
LR2 – 1 acre	N/A
LR3 – 1 acre	N/A
RC	R – 1.5 acres

Morgan County annex into the City of Bostwick

Morgan County Zoning

City of Bostwick Zoning

AG – 5 acres	А
AR – 2 acres	А
R1 – 1.5 acres	R
R2 - 1 acre	R
R3 - 1 acre	R
C1	C
C2	C
C3	C
I1	L
I2	L
13	L
MXD1 – Stanton Springs only	N
MXD3	N
LR1 – 1.5 acres	R
LR2 – 1 acre	R
LR3 – 1 acre	R
RC	C

AG – 2 acres AG – 2 acres R1 - .75 acres R1 - .75 acres R2 - .60 acres C1 C1 C1 LI LI IJ N/A N/A R1 - .75 acres R1 - .75 acres R2 - .60 acres C1

Morgan County annex into the City of Rutledge

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Morgan County Zoning

City of Rutledge Zoning

AG – 5 acres	AR – 2 acres
AR – 2 acres	AR – 2 acres
R1 – 1.5 acres	R1 – 1 acre
R2 – 1 acre	R1 - 1 acre
R3 – 1 acre	R25 acres
C1	C1
C2	C2
C3	C2
I1	LI
I2	LI
I3	LI
MXD1 – Stanton Springs only	N/A
MXD3	NMU
LR1 – 1.5 acres	R1 – 1 acre
LR2 – 1 acre	R1 - 1 acre
LR3 – 1 acre	R25 acres
RC	C1

Morgan County Zoning

Town of Buckhead Zoning

AG – 5 acres AR – 2 acres	AG – 2 acres AG – 2 acres
R1 – 1.5 acres	R – 1 acre
R2 - 1 acre	R – 1 acre
R3 – 1 acre	R – 1 acre
C1	C1
C2	C2
C3	C2
I1	C2
I2	C2
I3	C2
MXD1 – Stanton Springs only	N/A
MXD3	PU
LR1 – 1.5 acres	R – 1 acre
LR2 – 1 acre	R – 1 acre
LR3 – 1 acre	R – 1 acre
RC	C1



Georgia Community Affairs



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: MORGAN

- 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));
- 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
BOSTWICK, CITY OF	MAYOR	JOHN BOSTWICK		
BUCKHEAD, CITY OF	MAYOR	RICKY WALKER		
MADISON. CITY OF	MAYOR	FRED PERRIMAN	Fulber	12 21 18
MORGAN, COUNTY OF	CHAIRMAN	RONALD MILTON	Rowel Milte	51/03/19
RUTLEDGE, CITY OF	MAYOR	BRUCE ALTZANUER		



Georgia Man Affairs



Service Delivery Strategy FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: MORGAN

- 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);
- 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));
- 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
BOSTWICK, CITY OF	MAYOR	JOHN BOSTWICK	5 (51)	1/29/19
BUCKHEAD, CITY OF	MAYOR	RICKY WALKER		
MADISON, CITY OF	MAYOR	FRED PERRIMAN		
MORGAN, COUNTY OF	CHAIRMAN	RONALD MILTON		
RUTLEDGE, CITY OF	MAYOR	BRUCE ALTZANUER		







FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: MORGAN

- 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);
- 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));
- 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
BOSTWICK, CITY OF	MAYOR	JOHN BOSTWICK		
BUCKHEAD, CITY OF	MAYOR	RICKY WALKER	apr	1-30-19
MADISON, CITY OF	MAYOR	FRED PERRIMAN		
MORGAN, COUNTY OF	CHAIRMAN	RONALD MILTON		
RUTLEDGE, CITY OF	MAYOR	BRUCE ALTZANUER		



(A Georgia Community Affairs



SERVICE DELIVERY STRATEGY FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: MORGAN

- 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));
- 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
BOSTWICK, CITY OF	MAYOR	JOHN BOSTWICK		
BUCKHEAD, CITY OF	MAYOR	RICKY WALKER		
MADISON, CITY OF	MAYOR	FRED PERRIMAN		
MORGAN, COUNTY OF	CHAIRMAN	RONALD MILTON	0	
RUTLEDGE, CITY OF	MAYOR	BRUCE ALTZANUER	O. Suce be-	0]-15-19

INTERGOVERNMENTAL AGREEMENT – AMENDMENT TO FUNDING OF SERVICE DELIVERY BETWEEN MORGAN COUNTY AND CITY OF MADISON

STATE OF GEORGIA COUNTY OF MORGAN

DEFINITIONS

- 1. County: Morgan County, by and through its duly elected Board of Commissioners;
- 2. City: City of Madison, by and through its duly elected Mayor and Council;

RECITALS

- 1. O.C.G.A. § 36-70-20 et. seq. ("Service Delivery Act") requires County and City to implement a local government service delivery strategy.
- 2. County and City originally entered into agreements implementing a local government service delivery strategy ("SDS") in 1999, and some of those agreements relating to particular services have been amended and revised from time-to-time over the years.
- 3. By separate agreement, County, City, and the other municipalities in Morgan County (Rutledge, Bostwick, and Buckhead) are updating all of those services to reflect any changes since 1999.
- 4. Madison and Morgan County strive for a good working partnership that will benefit all citizens of the County, not just citizens of Madison, and not just the unincorporated areas; working together for the benefit of all the citizens. That means servicing these areas in the most economical, beneficial way that will benefit citizens financially, not encumber citizens with an unnecessary financial obligation.
- 5. The SDS details how much of each local government's money and resources will be devoted to services that benefit residents in the county and its cities. Each service delivery strategy must "promote the delivery of local government services in the most efficient, effective, and responsive manner." O.C.G.A. § 36-70-24(1).
- 6. The Act requires "funding equity". City taxpayers contribute to County's general fund.
- 7. The existing SDS Agreements of July 1, 2004 have expired, and the parties have agreed to extensions.
- 8. Due to changes affecting service delivery, including inter alia the discontinuation of Building Inspection and Planning/Zoning related services, County and City desire to amend certain agreements and funding mechanisms relating to specific service delivery between those two parties.
- 9. Ga. Const. art. IX, § III, ¶ I (a) allows counties and cities to contract with one another for

any period not exceeding 50 years for, inter alia, legitimate governmental purposes, such as service delivery strategies.

- 10. The taxpayers and general public will benefit from the above-described service delivery strategy agreement by having a service delivery system that is both efficient and responsive to citizens, minimizing the inefficiencies resulting from duplication of services and competition between local governments and clarifying how provision of such services will be funded.
- 11. The previous service delivery agreements between County and City for: (a) Animal Control; (b) Building Inspections; (c) Emergency Management Services; (d) Fire Protection; (e) Land Use Planning; (f) Water Supply, Treatment and Distribution; (g) Zoning Administration; (h) and Zoning Enforcement, between County and City, as they relate to funding of services, are hereby amended as set forth herein.

TERMS

In consideration of the recitals set forth above and the terms, covenants and other provisions set forth below, and the payment of TEN DOLLARS (\$10.00) consideration, each to the other, the receipt and sufficiency of which are hereby acknowledged, and under the authority granted by the Constitution and laws of the State of Georgia, the parties hereby amend their previous Agreements, replacing those previous Agreements in their entirety regarding the method of funding services as follows:

1. DURATION OF AGREEMENT

The term of this Agreement begins on the date on which the last Party votes in an open meeting to approve this Agreement and ends on March 31, 2025.

2. SERVICES AFFECTED

Until such time as City and County enter into an updated Service Delivery Strategy Agreement with the other municipalities in Morgan County, which such agreement is expected to be executed concurrently herewith, City and County agree that all of their service delivery agreements currently in effect, other than those specifically set forth herein, shall continue as they currently exist, with the exception of the funding change set forth below. The specific services that are amended in this Agreement, and the manner in which those services are changed, are set forth in the Exhibits attached hereto. All other services, including the funding therefor, shall continue as they currently exist and may be renegotiated at any time by the parties in accordance with the Service Delivery Strategy Act (O.C.G.A. § 36-70-20 et. seq.).

3. FUNDING AMENDMENT

City and County disagree about whether, and to what extent, certain services may primarily benefit the unincorporated area of the County, as opposed to the entire County, including that part within the City. Nevertheless, for the purposes of this Agreement and to resolve all differences between the City and County regarding the funding of eight specific service delivery strategies ((a) Animal Control; (b) Building Inspections; (c) Emergency Management Services; (d) Fire Protection; (e) Land Use Planning; (f) Water Supply, Treatment and Distribution; (g) Zoning Administration; (h) and Zoning Enforcement) the Parties agree that City shall receive SPLOST revenues from SPLOST VII, beginning in Year 4 of that SPLOST to resolve all disputes regarding funding for service delivery for these eight, specific areas, between City and County through the end of the term of this Agreement. Specifically, City shall receive 11.991% of all SPLOST VII revenues collected beginning 4/1/2019 through 6/30/2022.

Thereafter, City shall receive 21.899% of all SPLOST VII revenues beginning 7/1/2022 through the termination of SPLOST VII (3/31/2025). This increased percentage of SPLOST VII revenues from 7/1/2022 through 3/31/2025 constitutes the entire amount of all adjustments in funding between City and County through the end of the term of this Agreement, other than what is set forth in the amended service delivery agreements between City, County, and the other municipalities in Morgan County (e.g. Animal Control), and City is not entitled to receive, nor is County obligated to provide, any more funding related in any way to service delivery issues for these eight, specific services through the end of the term of this Agreement, except as otherwise agreed to in writing by both parties.

4. MISCELLANEOUS PROVISIONS

(a) Merger and Integration

This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. Unless otherwise specified herein, this Agreement supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(b) Modification

Except as otherwise specifically provided, the terms and conditions of this Agreement may only be amended by mutual agreement of the parties, in writing, signed by both, and entered into the minutes of each during a public meeting.

(c) Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

(d) Binding Successors

This Agreement shall be binding upon each Party, its successors and assigns.

(e) Jurisdiction, Venue, and Choice of Law

This agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia. Venue and jurisdiction for all disputes arising in any way out of this Agreement shall be in the Superior Court of Morgan County, Georgia, and both parties consent to jurisdiction and venue therein and waive any objections they may have, now or in the future, thereto.

(f) Notice

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Notice given under this Agreement is deemed to have been received within three (3) days of the postmark on the letter in which it is contained, and a photocopy of the envelope in which the notice was sent, or on the date shown on any e-mail delivery receipt and such receipt shall be deemed as sufficient proof thereof. Rejection or other refusal to accept or inability to deliver because of the changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder.

COUNTY

<u>CITY</u>

Morgan County Attn: Chair, Board of Commissioners 150 East Washington Street Suite 100 Madison, GA 30650 (706) 342-0725 and

Adam Mestres, County Manager

150 East Washington Street

Madison, GA 30650

amestres@morganga.org

(706) 342-0725

Suite 100

Copy to:

City of Madison Attn: Mayor P.O. Box 32 Madison, GA 30650 (706) 342-1251

and

David Nunn, City Manager P.O. Box 32 Madison, GA 30650 (706) 342-1251 dnunn@madisonga.com

Copy to:

Christian G. Henry, County AttorneyJarHALL BOOTH SMITH PCCA440 College Avenue210Suite 120MaAthens, GA 30601(70)

James Carter, City Attorney CARTER CROMWELL LAW FIRM PC 216 N. Main Street Madison, GA 30650 (706) 438-4225 (706) 316-0231 chenry@hallboothsmith.com jcarter@cartercromwell.com

(g) Duty to Cooperate

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement. The parties agree to discuss and negotiate in good faith to resolve any issues addressed in the modifications or amendments as proposed.

(h) Time of Essence

Time is and shall be of the essence of this agreement.

(i) No Waiver

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

(j) Construction

This agreement shall be construed without regard to who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is construed against the drafting party shall not be applicable to this agreement.

(k) Counterparts

This Agreement may be executed in several counterparts and in duplicate originals, each of which shall constitute an executed original, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this Agreement either by writing or by facsimile.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in counterparts, the day and year set forth herein.

SIGNATURES FOLLOW ON SEPARATE PAGES

3rd Approved this Day of_ January

, 2019.

FOR MORGAN COUNTY:

MORGAN COUNTY, GEORGIA, Acting by and through its Board of Commissioners

Ronald H. Milton, Chair

Philipp von Hanstein, Vice-Chair

Andrew A. Ainslie, Jr., Commissioner

Donald B. Harris, Commissioner

Riden, Jr., Commissioner Ben M

Leslie Brandt, County Clerk



Page 6 of 7

Approved this <u>21</u>² Day of <u>December</u>, 2018.

FOR CITY OF MADISON:

CITY OF MADISON, GEORGIA, Acting by and Through its Mayor and Council

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Fred Perryman, Mayor

Rick Blanton, Mayor Pro Tem

Carrie Peters-Reid

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Eric Joyce

Joe DiLetto

Chris Hodges

O LO CONTANTO Attest: Ashley Haven City Clerk G ^mo Page 7 of 7

EXHIBIT (a)

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ANIMAL CONTROL

Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	By Madison: Madison
Funding:	General Funds, User Fees
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all animal control services to unincorporated County, City of Rutledge, City of Bostwick, and Town of Buckhead. These services are funded through the County's general fund and user fees.
	City of Madison provides all animal control services in Madison. These services are funded through Madison's general fund and user fees. Madison transports its animals to County's facility, and County keeps Madison's animals in County's shelter in exchange for payment of \$25 per animal for the first three days of shelter, and then \$8 per animal per day thereafter.

EXHIBIT (b)

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Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house (County). Third-Party (Madison)
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, User Fees
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all building inspection services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's building inspection services there.
	Madison provides all building inspection services in Madison through a contract with a third-party. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for building inspection services in Madison.

BUILDINGINSPECTIONS

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EXHIBIT (c)

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Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, Special Revenue Funds
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all central dispatch services (911 communications) to unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's special revenue fund and general fund.
	Morgan county further provides dispatch services for all priority 1 and priority 2 calls to the City of Madison at no additional cost.
	County and Madison have an intergovernmental agreement to provide dispatch services for all Priority 3 and Priority 4 calls and other ancillary services (GCIC entry, query, & validations, etc), which agreement remains in full force and effect.
	The other provisions of the parties' original agreement from October 1, 1999 regarding "Emergency Management Services" unrelated to 911 communications, remain unchanged, except as otherwise amended by the parties.

EMEREGENCY MANAGEMENT SERVICES

EXHIBIT (d)

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FIRE PROTECTION

Government(s) Providing Service:	County, Madison .
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, SPLOST
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all fire protection services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and SPLOST (for capital outlay projects). County has intergovernmental agreements with Rutledge, Bostwick, and Buckhead to utilize those municipalities' buildings in exchange for providing fire protection services. Copies of those agreements are attached.
	Madison provides all fire protection services in Madison. These services are funded through Madison's general fund and SPLOST (for capital outlay projects).
	County and Madison have an intergovernmental agreement to provide mutual aid to each other in certain circumstances, and a copy of that agreement is attached. County and Madison further agree that County shall provide fire fighters to Madison for any medical related call that the County fire department normally responds to in both incorporated and unincorporated Morgan County.

EXHIBIT (e)

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LAND USE PLANNING

Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, User Fees
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all land use planning services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's land use planning Services there.
	Madison provides all land use planning services in Madison. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for land use planning services in Madison.

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EXHIBIT (f)

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Government(s) Providing Service:	County, Madison, Rutledge, Bostwick, and Buckhead
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County Service Delivery Area
	Madison: Madison Service Delivery Area
	Rutledge: Rutledge Service Delivery Area
	Bostwick: Bostwick Service Delivery Area
	Buckhead: Buckhead Service Delivery
Funding:	General Funds, User Fees, SPLOST
End Date of Service:	March 31, 2025
Other Terms:	The current agreements between the County and the Cities remain unchanged, except that the County and Madison agree to amend the City of Madison's Water Supply, Treatment, and Distribution Service Delivery Area to include Map and Parcel No. 037D 014 (321.39 acres, more or less, currently owned by J & J Conrads Farm, LLC, 1851 Monticello Highway, Madison, GA 30650), as set forth in the Map attached hereto as Exhibit (f)(1). Otherwise, the agreement and service delivery area between Madison and the County remain unchanged. The other provisions of the parties' original agreement from October 1, 1999 regarding "Water Supply, Treatment and Distribution" remain unchanged, except as otherwise amended by the parties.

WATER SUPPLY, TREATMENT AND DISTRIBUTION

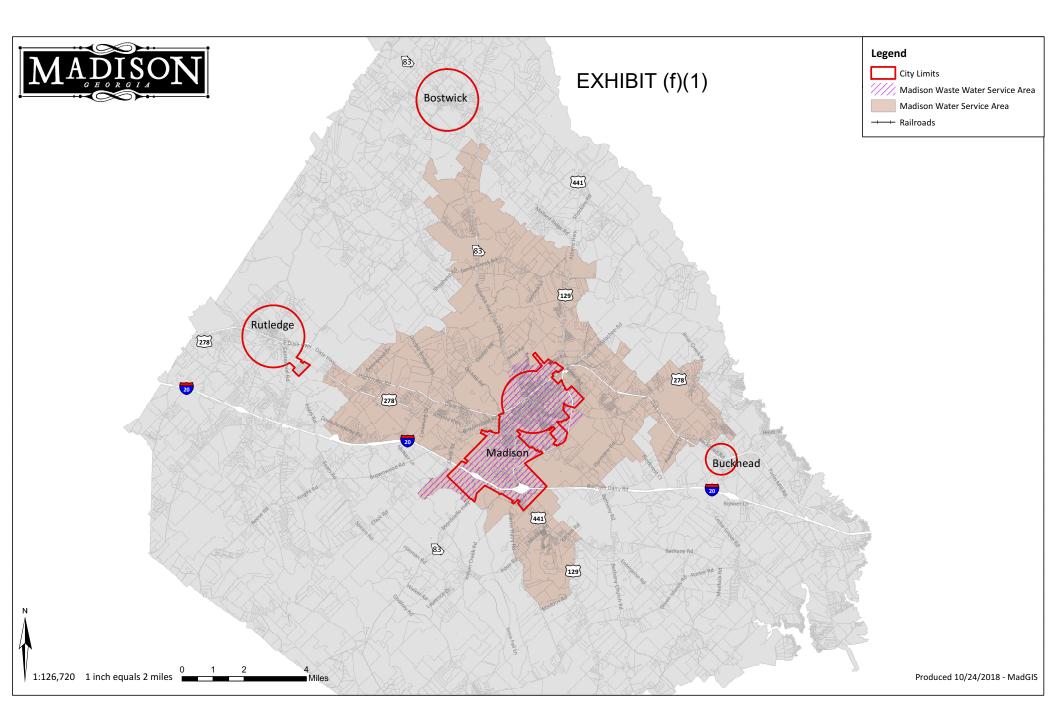


EXHIBIT (g)

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ZONING ADMINISTRATION

Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, User Fees
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all zoning administration services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund and user fees. County is entitled to collect all user fees from Rutledge, Bostwick, and Buckhead arising out of County's zoning administration services there.
	Madison provides all zoning administration services in Madison. These services are funded through Madison's general fund and user fees. Madison is entitled to collect all user fees for zoning administration services in Madison.

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EXHIBIT (h)

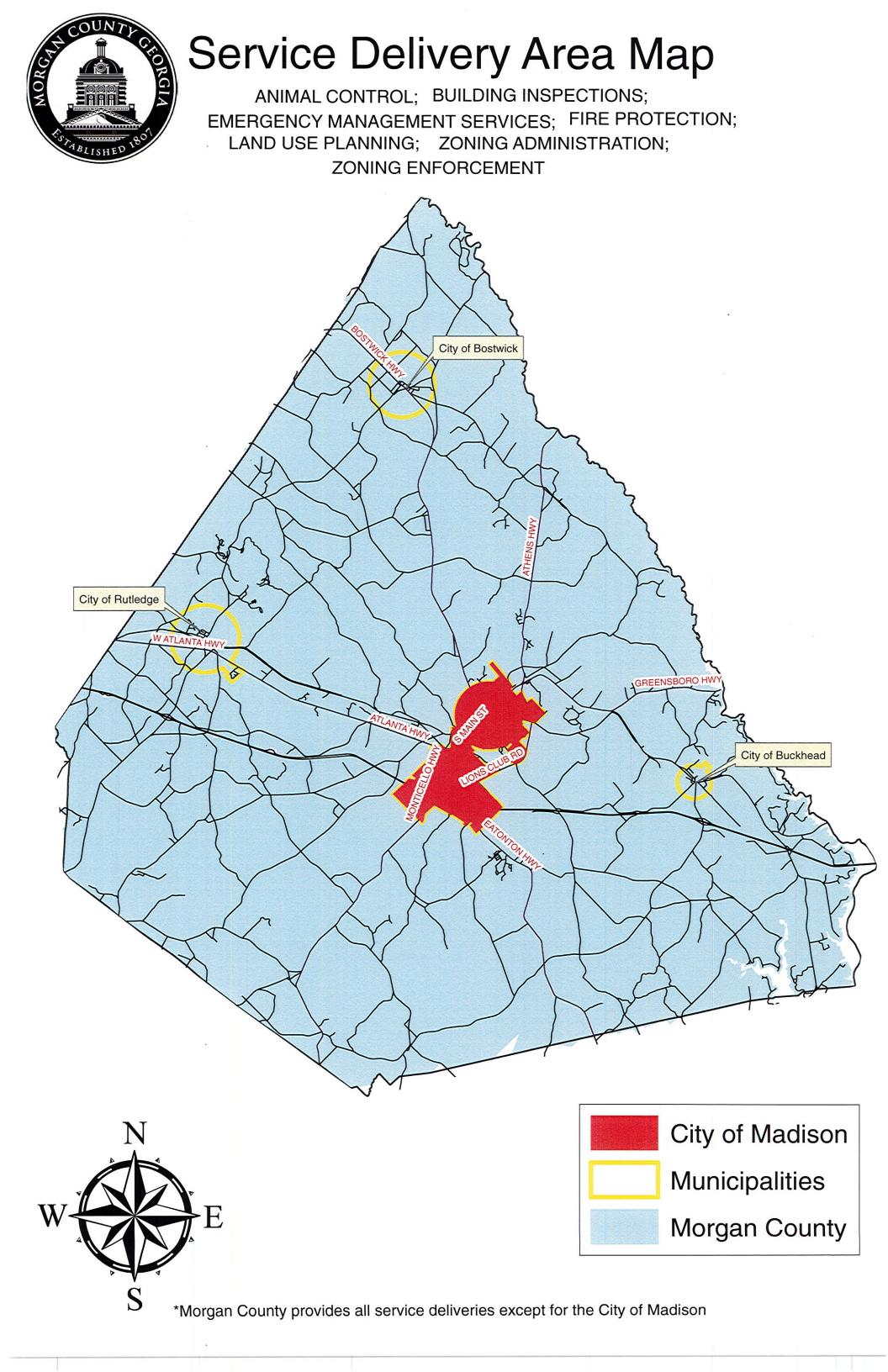
ZONING ENFORCEMENT

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Government(s) Providing Service:	County, Madison
Method of Providing Service:	In-house
Service Area:	By County: Unincorporated County, Rutledge, Bostwick, and Buckhead;
	Madison: Madison
Funding:	General Funds, Fines and Fees
End Date of Service:	March 31, 2025
Other Terms:	Morgan County provides all zoning enforcement services to Unincorporated County, Rutledge, Bostwick, and Buckhead. These services are funded through County's general fund, fines and fees. County is entitled to collect all fines and fees from Rutledge, Bostwick, and Buckhead arising out of County's zoning enforcement services there.
	Madison provides all zoning enforcement services in Madison. These services are funded through Madison's general fund, fines and fees. Madison is entitled to collect all fines and fees for zoning enforcement services in Madison.

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Service Delivery Area Map: Water Supply, Treatment and Distribution

