

2018 UPDATE

OF THE

**SERVICE DELIVERY
STRATEGY**

FOR

ATHENS-CLARKE COUNTY

CITY OF WINTERVILLE

TOWN OF BOGART

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SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **ATHENS-CLARKE**

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>
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).]	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.
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.

Unified Government of Athens-Clarke County; City of Winterville; Town of Bogart; Athens Downtown Development Authority; Classic Center Authority; Athens Housing Authority; Athens-Clarke County Industrial Development Authority; Athens-Clarke County Land Bank Authority, Clarke County Airport Authority; Development Authority of the Unified Government of Athens-Clarke County; Georgia Bioscience Joint Development Authority; Hospital Authority of Clarke County; Joint Development Authority of Northeast Georgia; Northeast Georgia Regional Solid Waste Management Authority; Residential Care Facilities for the Elderly Authority of Athens-Clarke County; Solid Waste Management Authority of Athens-Clarke County; Upper Oconee Basin Water 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.

Cooperative Extension, Coroner, District Attorney, Election Services, Juvenile Court, Mental Health, Natural Gas Service, River Corridor Environmental Support, State Court, Superior Court

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.

Aging, Airport, Animal Protection, Building Permits and Inspections, Community Protection, Convention and Tourism, Department of Corrections Prison (this service has been removed from the SDS but is mentioned under "Sheriff-Detention of Arrested Individuals), Downtown Development, Economic Development, Emergency Management, Family and Children Services (state agency only that is no longer reflected in the local SDS), Fire, Human Service Referral, Indigent Health Care, Indigent Legal Services, Jail (this service has been removed from the SDS but is mentioned under "Sheriff-Detention of Arrested Individuals), Keep Athens-Clarke County Beautiful, Leaf and Limb Collection, Leisure Services, Library, Magistrate Court, Municipal Court, Neighborhood Revitalization, Planning, Police, Probate Court, Public Health, Public Housing, Public Transit, Public Transportation - General (this service has been removed from the SDS but is mentioned under "Public Transit"), Recycling - CHARM, Recycling - Process, Right-of-Way Maintenance, Roads and Bridges, Sheriff - Community Service, Sheriff - Court Services, Sheriff - Detention of Arrested Individuals, Sheriff - Licensing and Regulation, Sheriff - Warrant and Civil Process Service, Solicitor - General, Solid Waste - Commercial Collection, Solid Waste - Compost Operations, Solid Waste - Disposal (C&D), Solid Waste - Disposal (MSW Landfill), Solid Waste - Education, Solid Waste - Residential Collection, Stormwater Management, Tax Assessment, Tax Collection, Wastewater Collection and Treatment, Water Supply Distribution and Treatment

SERVICE DELIVERY STRATEGY

FORM 2

FOR

REVISED OR ADDED SERVICES

PROVIDED THROUGHOUT

ATHENS-CLARKE COUNTY

BY A

SINGLE-SERVICE PROVIDER



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:ATHENS-CLARKE

Service:Aging

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.): **Athens Community Council on Aging, Inc. on behalf of Athens-Clarke County.**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Eve Anthony**

Phone number: **706-549-4850** Date completed: 3/8/2017

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:

SDS FORM 2, continued

AGING

The Athens Community Council on Aging (ACCA) is located at 135 Hoyt Street in Athens. ACCA provides federally mandated, county based aging programs for the residents of Athens-Clarke County on behalf of the Athens-Clarke County Government. The phone number is (706) 549-4850. ACCA provides a continuum of services which meet the needs of our community's older adults, persons with disabilities, and their caregivers and include:

Adult Day Health Center: Provides medical monitoring, rehabilitation services, social services and therapeutic activities as an alternative to nursing home placement for frail older adults, adults with disabilities and persons with Alzheimer's disease. The main facility in Athens serves multiple counties and supports a site in Barrow County.

Athens-Clarke County Senior Center also known as the Center for Active Living: Multipurpose Center which serves as the focal point of county based aging services. Provides services to residents of Athens-Clarke County, 60 years of age and older, including wellness programming, education and outreach, recreation events, social services and noonday meals.

Home Delivered Meals Program (Meals on Wheels): Provides noonday meals and frozen or self-stable evening and weekend meals, delivered by volunteers on Monday through Friday to homebound and disabled adults in Clarke County. Services are provided to Athens-Clarke residents.

Case Management: Assists with care management, aid applications, and service coordination. Services are provided to residents of multiple counties.

Transportation Service: Provides older adults with door-to-door transportation to medical, business, shopping, and social service appointments including transportation to ACCA's Center for Active Living and Adult Day Health centers. Services are provided to residents of Athens-Clarke County.

Long-term Care Ombudsman Program: Advocates for the rights of nursing home and personal care home residents throughout Northeast Georgia. Services include investigating and resolving complaints, education and outreach. Services are provided in 10 NEGA Counties.

Foster Grandparent Program: Provides stipend volunteer opportunities for low-income older adults serving at-risk youth in school and daycare settings. Services are provided in 8 NEGA Counties.

Retired & Senior Volunteer Program: Provides opportunities for adults, aged 55 and older, to serve their community as volunteers. Volunteer opportunities focus on transportation, senior companionship and senior hunger. Services are provided in Athens-Clarke County.

Senior Companion Program: Provides stipend volunteer opportunities for low-income older adults serving homebound frail older adults and adults with disabilities. Volunteers provide companionship care to clients in their homes. Service are provided in 5 NEGA Counties.

SDS FORM 2, continued

AGING

Senior Community Service Employment Program: Provides low-income older adults, aged 55 and older and unable to find employment, with part-time, work training opportunities. Non-profit and government agencies benefit through the placement of older adult job trainees. Services provided in 12 NEGA Counties

The GeorgiaCares Program provides benefit counseling, education, and outreach to Medicare beneficiaries on topics such as Medicare supplement insurance, prescription drug coverage, Medicare Advantage Plans, and long-term care insurance. Services provided in all 12 NEGA Counties.

Grandparents Raising Grandchildren provides case management support to grandparent and relative caregiver headed families. Services include support groups, parent education, nursing, and emergency aid. Services are provided in 6 NEGA Counties.



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:ATHENS-CLARKE

Service:Airport

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund, FAA, GA-DOT

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

Contact information and summary description.

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?

None

7. Person completing form: **Tim Beggerly**

Phone number: **706-613-3420** Date completed: 3/8/2017

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:

SDS FORM 2, continued

AIRPORT

The mission of the airport is to provide safe and efficient air transportation to both commercial and general aviation users. Day to day operations of the airport are overseen by the Unified Government of Athens-Clarke County. The Airport Authority acts in an advisory capacity and is composed of six (6) members, all residents of Clarke County, and are appointed by the Athens-Clarke County Mayor and Commission. The Athens Ben Epps Airport is located at 1010 Ben Epps Drive off of Winterville Road, three miles east of Athens. To contact them the phone number is (706)613-3420. The facility is open to the public. The attendance is between 0600-2200. The airport is a non-hub commercial airport. It is a controlled field consisting of two all-weather runways, two with precision approaches and two non-precision. It is an ARFF index A airport with rescue and firefighting provided by airport employees. The Airport is inspected by Federal Aviation Administration (FAA). The airport has 120 aircraft based on the field. The average aircraft operations per day is 87 and 50% of them are transient general aviation. The Airport provides varied services including: Falcon Aviation: Is a full service flight school offering private courses all the way through ATP courses. Aero Services: Provides full service aircraft maintenance. Athens Jet Prop: provides full service aircraft maintenance and avionics repair and installation. Jet R Us: provides jet aircraft leasing. Hertz Rent-A-Car: Rents all types of vehicles from small compact cars, mid-size cars, and full size cars. State of Georgia: Forestry aviation division.

Falcon Aviation: Is a full service flight school offering private courses all the way through ATP courses.

Aero Services: Provides full service aircraft maintenance.

Athens Jet Prop: provides full service aircraft maintenance and avionics repair and installation.

Jet R Us: provides jet aircraft leasing.

State of Georgia: Forestry aviation division.

Hertz Rent-A-Car: Rents all types of vehicles from small compact cars, mid-size cars, and full size cars.

Civil Air Patrol: Provides disaster relief, support for homeland security, search-and-rescue, aerial photography/reconnaissance, liaison with emergency services, as well as training services in such for youth Cadets.



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:ATHENS-CLARKE

Service: *Animal Protection*

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Name of service, contact information and summary description.

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?

None

7. Person completing form: **David Fluck**

Phone number: **706-613-3530**

Date completed: 3/8/2017

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:

SDS FORM 2, continued

ANIMAL PROTECTION

The Animal Control unit is a Division within the Athens-Clarke County Central Services Department.

Animal Control located at 125 Buddy Christian Way, and has officers on-call 24-hours a day. Animal Control can be reached at (706) 613-3540 and by dialing 911 after regular business hours. Emergencies include animal bites, seriously sick animals, seriously injured animals, and trapped animals. Animal Control does not respond to any other complaints after regular service hours.

Animal Control provides the following services for citizens:

- Public safety from dangerous or seriously sick animals and at-large dogs
- Investigations of allegations of animal cruelty
- Enforcement of the Athens-Clarke County Animal Control Ordinances
- Adoption or reclamation of impounded and surrendered dogs
- Public education on a variety of topics related to animals
- Information regarding lost or found dogs



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:ATHENS-CLARKE

Service:Convention and Tourism

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
The Classic Center Authority	Hotel / Motel Tax

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

Contact information and summary description.

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
Independent Agency Contract	The Classic Center Authority and Athens-Clarke County	07/01/2017 - 06/30/2018

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: **Chuck Jones**

Phone number: **706-357-4430** Date completed: 3/8/2017

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:

SDS FORM 2, continued

CONVENTION AND TOURISM

Sales (Meetings and Conventions)

- Solicit meetings and conventions of various sizes using a variety of sales and marketing methods, including advertising.
- Solicit sporting events (with a focus on youth amateur tournaments), using a variety of sales and marketing methods. The CVB assists with bids, including coordination of housing.
- Consider Athens' strengths, weaknesses, opportunities, and threats, to form a competitive analysis, then employ and implement marketing/sales strategies accordingly.
- Maintain the meeting and convention calendar that enables local businesses to target specific groups and generate additional income.
- Monitor inventory for all Athens-Clarke County facilities that allows for more effective selling.
- Co-administer the Athens Hosts program -- local volunteers assist CVB and Welcome Center, especially with convention welcome tables.
- Act as an information clearinghouse for event planners interested in Athens as a potential host for meetings, conventions, and sports tournaments.
- Act as liaison for event planners in locating appropriate space (including event/meeting venues and lodging facilities). Services include, but are not limited to:
 - Distributing request for proposal (RFP) to local suppliers
 - Presenting proposal to clients
 - Planning and executing site inspections (pre-booking), familiarization (FAM) tours, and site visits (post-booking) to maximize supplier usage and client satisfaction
 - Providing editorial copy and illustrations for promotionals
 - Arranging city and area tours for attendees
 - Providing information to enhance events
 - Providing complimentary information, bags, and possibly gifts
 - Staffing information booths with local volunteers at events
- Continue to build the client database (CRM) to provide new meeting opportunities for Athens, including documenting meeting history information for all accounts.
- Represent the Athens area at industry functions including, but not limited to, Georgia Society of Association Executives (GSAE).
- Exhibit at state, regional, and national tradeshows to promote Athens as a meetings and convention site.
- Conduct semimonthly sales calls to Atlanta area associations, corporations, and other organizations. Sales calls are also made to other feeder markets.
- Create new and effective vehicles to promote Athens meetings and conventions (state and region emphasis) to prospective and current clients.
- Grow CVB's relationship with UGA Athletic Association to grow sports market.
- Submit weekly sales results that are measured against established performance metrics.
- Conduct regular e-mail marketing to current and potential clients.
- Identify viable customers in the meetings/conventions and sports markets. Create and maintain an account in the CRM for each organization/group, obtaining history and needs. Trace potential accounts with goal of booking business (overnight emphasis).
- Respond to group tour interest in Athens, which may entail relaying interest to local suppliers, including hotels, with the end goal of booking the piece of business.

SDS FORM 2, continued

CONVENTION AND TOURISM

Marketing and Communications (Leisure Travel)

CVB Publications:

- Act as editor of CVB collateral literature and publications, including the Athens Visitors Guide and other marketing materials for both leisure travel and meetings & conventions.
- Act as editor of the CVB newsletter and distribute to opt-in list.
- Coordinate all contracted work required with graphic designer and printer.
- Maintain publication archives.

Media Relations:

- Compose and distribute press releases of travel news and event calendars.
- Pitch story ideas to targeted media.
- Respond to media inquiries and requests for information and materials.
- Maintain media list, library of images, and publicity coverage archives.
- Coordinate press trips and media familiarization tours.
- Proof and edit copy on Athens appearing in travel partner publications, including the Antebellum Trail Guide, State Travel Guide, Historic Heartland brochure.

Website Development, Maintenance, & Promotion:

- Promote the city of Athens and attract more visitors through dynamic website presence. Major redesign and move to a responsive website launched in September 2015.
- Compose, edit, and keep current all CVB website page content.
- Design and maintain navigation and organizational elements of the website.
- Maintain community calendar of events.
- Coordinate all contracted work required with outside website vendor for upgrades, new features, and troubleshooting.

Content Marketing and Social Media:

- Manage Search Engine Optimization, Search Engine Marketing, paid Internet advertising campaigns, and social media.
- Promote Athens through increased presence on Internet travel sites; keep Athens information and events updated on current partner sites.
- Compose and distribute travel and event information notices and promotions to consumer newsletter opt-in lists.
- Manage social media presence and direct social media promotional campaigns on Twitter, Facebook, YouTube, CVB Blog, Flickr, and Pinterest.

Marketing & Advertising:

- Work with state, regional, and national industry organizations to promote Athens as a destination.
- Consult on tourism product development in the form of new offerings, improved performance in slow periods of time, and improved services and products.
- Promote a uniform and strong tourism brand for Athens.
- Coordinate Athens' participation in trade shows and co-op programs identified to reach priority target markets and deliver leads.
- Direct advertising buys.

SDS FORM 2, continued

CONVENTION AND TOURISM

Local Awareness/Miscellaneous:

- Create and keep current general CVB PowerPoint presentation and speeches/presentations.
- Promote the role of tourism as economic development and the Athens CVB as a marketing and information resource to local stakeholders through email exchanges, in-person meetings, and local speaking engagements.
- Serve as clearinghouse for customers' complaints about city products and services, allowing local businesses the opportunity to make improvements.

Workforce Recruitment for Hospitality Industry/Customer Service Training

- Assist in developing hospitality industry workforce by participating in ACC Board of Education's Adopt-a-Class program and serving on Athens Community Career Academy Board, Athens Technical College Hospitality Advisory Committee, and Clarke County CTAE Advisory Committee.
- Offer periodic hospitality training courses for industry employees and volunteers who interact with visitors.
- Manage the Hospitality H.E.R.O.E.S. program to recognize front-line employees.
- Serve as an instructor for and sponsor Bread for Life, an anti-poverty and workforce development initiative.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:ATHENS-CLARKE

Service:Emergency Management

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Beth Burgess**

Phone number: **706-613-3410** Date completed: 3/8/2017

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:

SDS FORM 2, continued

EMERGENCY MANAGEMENT

The Office of Emergency Management's (OEM) responsibilities are under the auspices of the Athens-Clarke County Manager's Office. This all-hazard agency provides a comprehensive and aggressive all-hazards approach to homeland security, mitigation, preparedness, response, recovery, and special events and serves as the coordinating agency for all responses to man-made, technological, or natural hazard large-scale emergencies or disasters within Clarke County. The Office of Emergency Management (OEM) is located at 700 College Ave in Athens. Their phone number is (706) 613-3410.

The local OEM Administrator; develops and updates emergency operations plans for how ACCUG will respond to and recover from natural and man-made disasters, educates the general public regarding emergency preparedness, coordinates State and Federal emergency resources, and develops the county disaster mitigation plan as well as other duties within all phases of emergency management.

Any time more than two emergency agencies are involved in an emergency incident, the OEM is called to coordinate the response. One of the primary responsibilities of the OEM is to coordinate response and recovery during large-scale events or disasters.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Fire

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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
Oglethorpe Automatic Aid	Athens-Clarke County, Oglethorpe County	February 26, 2015 - Per Agmt
Oconee Automatic Aid	Athens-Clarke County, Oconee County	February 26, 2015 - Per Agmt

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: **Jeffrey Scarbrough**

Phone number: **706-613-3360** Date completed: 3/8/2017

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:

SDS FORM 2, continued

FIRE

The Athens-Clarke County Fire Department provides Fire and Emergency Services for Athens-Clarke County. The City of Winterville maintains a Volunteer Fire Department. The Athens-Clarke County Fire Department also provides fire protection within the City of Winterville.

Athens-Clarke County is served by the Athens-Clarke County Fire Department by a network of fire stations located throughout the county. The Athens-Clarke County Fire and Emergency Services is a progressive and responsive department dedicated to the preservation of life and property through prevention, education, mitigation, preparation, response, and recovery programs.

The Fire Department reviews for compliance with fire codes in addition to fire response. All new construction and annual inspections of public use buildings and establishments that serve alcohol in the county are subject to review by the Fire Department.

The Fire Department Administrative Station #1 may be contacted by telephone at (706) 613-3360.

Athens-Clarke County personnel are dispatched to calls in the portion of the City of Bogart located within Athens-Clarke County. Athens-Clarke County does not provide inspection services to the Town of Bogart. Athens-Clarke County currently provides these services for the City of Winterville according to the provisions of a contract. Please find a copy of that contract in the Appendix.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Human Service Referral

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.): **Community Connection of NE GA in cooperation with Athens-Clarke County.**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Community Connection of NE GA	Secondary Agency Funding from Athens-Clarke County
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Deborah Lonon**

Phone number: **706-613-3155** Date completed: 3/8/2017

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:

SDS FORM 2, continued

HUMAN SERVICE REFERRAL

Human Service Referral is handled in Clarke County by Community Connection of NE GA, a local non-profit agency primarily funded through United Way of NE GA.

The mission of Community Connection of NE GA is to strengthen the individuals and organizations of our region to ensure that no need goes unmet.

History

Originally incorporated as the “Community Resource Council of Northeast Georgia”, on June 27, 1983, Community Connection has, for the past 30 years, been at the forefront of the community-wide effort to identify and address needs in and around the Athens-Clarke County area.

In late 2014, Community Connection partnered with the Urban Institute to utilize and develop the Community Platform- an online tool created to help communities and nonprofits to share information in order to more effectively work together. Community Connection has been working hard in the last year to build this tool for partner agencies, funders, and community members.

The Community Platform

Their website is a hub for not only social service resources and volunteer opportunities, but also for relevant health and social service data, maps, social engagement opportunities, and community-specific initiatives. By providing a virtual environment for social service information, the agency can educate and empower communities to identify needs, available resources, and gaps in resources; that they might then mobilize efforts and funding around the greatest unmet needs.

In order to accomplish their mission to ensure no need goes unmet, it is imperative that they build relationships and shared understanding with the many communities in Northeast Georgia. At Community Connection, they hope to mobilize positive social change around the unique assets and needs in each of our service-area counties by working with key stakeholders in order to present relevant social service data and resources on our webpage.

SDS FORM 2, continued

HUMAN SERVICE REFERRAL

Community Connection reaches out to 15 counties in Northeast Georgia.

- Banks
- Barrow
- Clarke
- Elbert
- Franklin
- Greene
- Hart
- Jackson
- Jasper
- Madison
- Morgan
- Newton
- Oconee
- Oglethorpe



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Indigent Health Care

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Deborah Lonon**

Phone number: **706-613-3155** Date completed: 3/8/2017

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:

SDS FORM 2, continued

INDIGENT HEALTH CARE

Indigent Health Care is provided by:

Athens Regional Medical Center (ARMC)

Athens Regional Medical Center is a general medical and surgical hospital in Athens, GA, with 350 beds. Serving a 17-county region in Northeast Georgia, Athens Regional Health System is made up of a medical center, four urgent care centers, a physician group, and a health insurance organization.

St. Mary's Health Care System

St. Mary's is a private, non-profit, acute care network serving a multi-county area of Northeast Georgia with 165 beds. In addition to hospital and long term care facilities, St. Mary's provides home health care & hospice services, community wellness programs, and more.

Athens Neighborhood Health Center

Athens Neighborhood Health Center provides accessible, affordable, high quality primary health care to medically underserved and at-risk individuals in Athens-Clarke County and surrounding areas. The health center has two locations in Athens-Clarke County and provides affordable, high quality primary healthcare to medically under-served individuals assisting the uninsured and under-insured through a sliding fee scale. Target populations include children living in poverty, the working poor, elderly individuals on fixed incomes, homeless individuals and persons with chronic illnesses.

Athens Nurses Clinic

Athens Nurses Clinic is a non-profit, nurse-run organization providing free health care to the homeless, indigent and lower income in Athens-Clarke County. The Athens Nurses Clinic is a non-profit safety-net health care clinic that provides free evaluation, treatment and education for acute and chronic medical and dental conditions to uninsured low-and-no income residents of Athens-Clarke County and the surrounding counties.

Clarke County Health Department

Clarke County Health Department provides a comprehensive range of health services to the citizens of Athens-Clarke County in the areas of women's health, children's health, communicable disease control, chronic disease services, dental health, nutrition services, health education, and more. It is a service of the Northeast Georgia Health District and Georgia Public Health with two locations in Athens.

Mercy Health Center

Mercy Health Center is a volunteer-based non-profit Christian health center providing care for the uninsured in and around Athens with services including medical, pharmacy, and dental care. In order to be eligible for services, patients must be completely uninsured, at or below 150% of the Federal poverty level, and a resident in one of the following counties: Clarke, Barrow, Jackson, Madison, Oconee or Oglethorpe.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: ATHENS-CLARKE

Service: *Indigent Legal 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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, State Funds

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

Contact information and summary description.

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
Indigent Defense Services	Circuit Public Defender Office, ACCUG, Oconee County	7/1/2015 - Per Agreement

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

None

7. Person completing form: **John Donnelly**

Phone number: **706-369-6440** Date completed: 3/8/2017

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:

SDS FORM 2, continued

INDIGENT LEGAL SERVICES

Athens-Clarke County contracts with the Georgia Public Defender Council (GPDC), a state agency, to provide indigent legal services. The State, through this agency, also provides services. Oconee County contributes to the funding of the Western Judicial Circuit Public Defender's Office at amounts that are prorated out based on the number of cases from that county. The positions funded by Athens-Clarke County solely provide indigent defense services for the State, Municipal, and Juvenile Courts. State-funded positions provide indigent defense for Superior Court.

During the 2003 session, the Georgia General Assembly passed House Bill 770, also known as the Georgia Indigent Defense Act of 2003. This act created the Georgia Public Defender Council as an independent agency within the judicial branch of State government. The Council is charged with the responsibility for assuring that adequate and effective legal representation is provided to indigent defendants in criminal cases. The passage of this act transformed indigent legal services from a largely locally administered program to a partially State administered system of indigent defense.

The Public Defender Office of the Western Judicial Circuit offers services to citizens of Athens-Clarke and Oconee counties who need legal services but cannot afford to pay for the services of a criminal attorney. These services were provided by the Legal Aid and Defender Clinic. It is located at 440 College Avenue, Suite 220 and the phone number is (706) 369-6440. The website is www.athenspublicdefender.com.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:ATHENS-CLARKE

Service:Keep Athens-Clarke County Beautiful Program

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Funds

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

KEEP ATHENS-CLARKE COUNTY BEAUTIFUL

The KACCB is a program of the Athens-Clarke County (A-CC) Solid Waste Department/Recycling Division with the mission to educate and empower citizens and businesses with the resources to take action as environmental stewards of litter prevention, waste reduction, and beautification. KACCB is also a recognized 501c (3) non-profit organization with an appointed Board of Directors who work closely with the government program to strengthen outreach programs through volunteer assistance and programmatic funding. As a local affiliate of the Keep Georgia Beautiful program and the National Keep America Beautiful program, KACCB positively affects the community by bringing state and national programs to Athens and engaging citizens in volunteer service. The goals of KACCB are to promote the proper handling of solid waste to maintain sustained litter reduction; to administer and facilitate community improvement and beautification efforts in the community; and to enhance environmental awareness through education. KACCB staff serves the community by providing sustainable programs that respond to the aesthetic and environmental needs of the community. On an annual basis, KACCB administers 11 litter prevention programs, 7 recycling programs/events, and 12 community beautification programs including such programs as the Athens Area Tool Shed, Bring One for the Chipper Christmas Tree Recycling, Adopt Athens, Adopt-A-Highway, School Garden Network, the Litter Hotline, Ramp Beautification Program with GDOT, Ink jet/cell phone recycling program, Neighborhood clean-up initiatives, Rivers Alive, MLK Day of Service, Green Schools, Great American Clean-up, National Planting Day, and the Cigarette Litter Prevention Program.

Keep Athens-Clarke County Beautiful
725 Hancock Industrial Way
Athens, GA 30605
(706) 613-3501 x312
stacee.farrell@athensclarkecounty.com

www.keeppathensbeautiful.org
www.facebook.com/kaccb
www.accgreenschools.org
Litter Hotline 706 613-3506



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:ATHENS-CLARKE

Service:Leaf and Limb Collection

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

LEAF AND LIMB COLLECTION

The Athens-Clarke County (A-CC) Solid Waste Department provides pickup of leaf and limbs (and grass clippings) to all residents in Athens-Clarke County and the City of Winterville. A portion of the Town of Bogart within Clarke County is also served. Leaf and limb material is collected once every six weeks. Clarke County is divided into six areas (Area A-F) and the Solid Waste Department collects material once every six weeks from the scheduled areas.

By diverting and mulching leaf and limb material, A-CC saves valuable landfill space, moves the community closer to the A-CC Mayor and Commission Waste Diversion Goal and the material provides the carbon source for the A-CC Commercial Composting Program. A-CC began the Leaf and Limb Collection Program in 1994.

Residents are required to use paper lawn refuse bags for all grass clippings, pine straw, small brush, and leaves. No plastic bags are accepted. Paper lawn refuse bags are available in the Home and Garden section of most local retail stores.



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: ATHENS-CLARKE

Service: *Leisure 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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund; Capital Improvement Fund; User Fees; Grants

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

Contact information and summary description.

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?

None

7. Person completing form: **Kent Kilpatrick**

Phone number: **706-613-3800** Date completed: 3/8/2017

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:

SDS FORM 2, continued

LEISURE SERVICES

The Athens-Clarke County Leisure Services Department mission statement is as follows: We build a healthier and more livable community by providing opportunities to learn, to create and to play in quality parks, programs and facilities that are valued by our citizens.

The Department is comprised of four Divisions: Recreation; Arts & Nature; Park Services; and Internal Services. The Department manages facilities that include three community centers, a gymnastics center, a tennis center, an arts center, a nature center and an historic theatre. The Department also manages five multi-use parks, two sports complexes, a wildlife zoo and a county-wide greenway system. Park amenities include one skatepark, five pools, two splashpads, 16 playgrounds, 16 picnic shelters and pavilions, 33 miles of trails, 35 athletic and multi-purpose fields, and 33 tennis courts, some of which are also lined for the growing sport of pickleball. All of these leisure opportunities are situated on more than 2,600 acres of land and greenspace that the department manages.

An extensive and diverse array of pre-registered and drop-in programs, classes, workshops, leagues and clinics are offered at the beginner and advanced levels for youth, adults, seniors and families. More than 300 programs and community-wide events are offered each season in the areas of visual and performing arts, general recreation, athletics and nature education. New programs are offered following community input and staff recommendations centered on trends and identified gaps in service within the community. The Department provides resources (e.g. professional interpreters, one-on-one aides, etc.) for people with disabilities to access and participate inclusively in the Department's programs offerings.

A robust volunteer program allows citizens the opportunity to give back to the community through the Department, and a formal internship program allows students or recent graduates to gain professional experience in the field before beginning their careers.

The Department enjoys several partnerships with local organizations and non-profits, who provide opportunities to combine skills and resources to offer new services, enhance current services or maintain services threatened by a loss of resources. Citizens are also able to permit facilities in order to hold their own events in area parks and facilities.

Programs and services are advertised to the public through the Department's website, press releases, Facebook and Twitter accounts, e-newsletters, and special monthly newsletters for the schools, and for area churches.

All of these programs and services are provided by a staff of 73 full-time professionals, 57 part-time, 120 seasonal staff (for summer camps and aquatics programs) and more than 100 contract labor personnel operating within a \$7.1 million general operating budget and a \$381,000 capital improvement budget. Annual donations and grants also assist with funding.

SDS FORM 2, continued

LEISURE SERVICES

The Department regularly wins awards at the district and state level for its programs, publications, facilities, staff and volunteers. The Georgia Recreation and Park Association has honored the Department with the Agency of the Year award seven of the last eleven years.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Library

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Valerie Bell**

Phone number: **706-613-3650** Date completed: 3/8/2017

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:

SDS FORM 2, continued

LIBRARY

The Athens Regional Library System (ARLS) is comprised of 11 facilities in the following counties: Athens-Clarke County, Franklin County, Madison County, Oconee County and Oglethorpe County. The Athens-Clarke County Library and the Winterville Branch Library are part of this five county regional system.

By Georgia state law, all public libraries provide countywide service. Through the Athens Regional Library System, the library facilities within these counties provide cultural and civic resources as well as educational and recreational programs/activities to all of the residents in the communities of Athens, Winterville, Lavonia, Royston, Danielsville, Watkinsville, Bogart and Lexington. Libraries within this system, share privileges and services and thus leverage the access to resources for all area residents. (This system does not include the University of Georgia Library system.)

Library cards are free to all area residents, those attending school, property owners, and those employed in the state of Georgia. Library cards are available to non-residents who do not meet the above criteria for an annual fee made payable at the time the card is issued.

Through the Georgia Libraries for Accessible Statewide Services (GLASS), Georgia's Regional Library for the Blind and Physically Handicapped and cooperating local libraries, Georgians have access to a free national library program that offers books and magazines on digital cartridge and in Braille. The Library of Congress, National Library Service for the Blind & Physically Handicapped (NLS), provides this service to eligible persons with a visual or physical disability. All reading material and playback equipment is sent to borrowers and returned by postage-free mail. The Athens Regional Library System participates in this national and statewide service by promoting the program, providing seminars, lectures, and classes on the service and its equipment. The Northeast Georgia Library for Accessible Service includes a 22 county service area: Banks, Barrow, Clarke, Elbert, Franklin, Greene, Gwinnett, Habersham, Hancock, Hart, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe, Putnam, Rabun, Stephens, Walton, and White counties.

The contact information for the Branches of the Athens Regional Library System is:

ATHENS-CLARKE COUNTY

Athens-Clarke County Library

2025 Baxter Street, Athens, GA 30606
706-613-3650

East Athens Resource Center

400 McKinley Drive, Athens, GA 30601
706-613-3657

Lay Park Resource Center

297 Hoyt Street, Athens, GA 30601
706-613-3667

Pinewoods Library & Learning Center

1465 US Hwy 29, Lot G-10, Athens, GA 30628
706-613-3708

SDS FORM 2, continued

LIBRARY

Winterville Library

115 Marigold Lane, Winterville, GA 30683

706-742-7735

FRANKLIN COUNTY***Lavonia-Carnegie Library***

28 Hartwell Road, Lavonia, GA 30553

706-356-4307

Royston Library

634 Franklin Springs Street, Royston, GA 30662

706-245-6748

MADISON COUNTY***Madison County Library***

1315 Hwy 98 West, Danielsville, GA 30633

706-795-5597

OCONEE COUNTY***Bogart Branch Library***

200 S. Burson Ave., Bogart, GA 30606

770-725-9443

Oconee County Library

1080 Experiment Station Road Watkinsville, GA 30677

706-769-3950

OGLETHORPE COUNTY***Oglethorpe County Library***

858 Athens Road, Lexington, GA 30648

706-743-8817



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Magistrate Court

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Laura Welch**

Phone number: **706-613-3161** Date completed: 3/8/2017

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:

SDS FORM 2, continued

MAGISTRATE COURT

The mission of the Athens-Clarke County Magistrate Court, located within the Athens-Clarke County Courthouse at 325 East Washington Street, Suite 230, is to provide assistance to the general public, police agencies, and attorneys in the prosecution of criminal and civil cases in Athens-Clarke County.

Magistrate Court jurisdiction includes: civil claims of \$15,000 or less; certain minor criminal offenses; distress warrants and dispossessory writs; county ordinance violations; deposit account fraud (bad checks); preliminary hearings; and summonses, arrest and search warrants. A chief magistrate, who may be assisted by one or more magistrates, presides over each of Georgia's 159 magistrate courts.

Magistrates may grant bail in cases where the setting of bail is not exclusively reserved to a judge of another court. No jury trials are held in magistrate court. If a defendant submits a written request for a jury trial, cases may be removed to Superior or State Court.

The chief magistrate of each county assigns cases, sets court sessions, appoints other magistrates (with the consent of the Superior Court judges) and sets policy for the Magistrate Court. The number of magistrates in addition to the chief is usually set by majority vote of the county's Superior Court judges.

Most chief magistrates are elected in nonpartisan, countywide elections to four-year terms. The chief magistrate may be appointed, if so provided by local legislation. Terms for other magistrate judges run concurrently with that of the chief magistrate who appointed them.

To qualify as a magistrate, an individual must reside in the county for at least one year preceding his or her term of office, be 25 years of age, and have a high school diploma or its equivalent. A Magistrate Court judge may also serve as a judge of another limited jurisdiction court in the same county.

The Athens-Clarke County Magistrate Court can be contacted by telephone at these following connections:

Magistrate Court Clerk: (706)613-3313

Bad Check/Eviction Division (706)613-3311

Civil Division: (706)613-3315

Criminal Division: (706)613-3312



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Neighborhood Revitalization

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, Community Development Block Grant, HOME Funds

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

Contact information and summary description.

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?

None

7. Person completing form: **Deborah Lonon**

Phone number: **706-613-3155** Date completed: 3/8/2017

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:

SDS FORM 2, continued

NEIGHBORHOOD REVITALIZATION

Neighborhood Revitalization administration is located at 375 Satula Avenue and is a service that takes a comprehensive approach to housing, public services, and supporting infrastructure required for the well-being of a neighborhood.

It is a program administered by the Athens-Clarke County Housing and Community Development Department. Neighborhood Revitalization can be contacted by telephone at: (706) 613-3155

Efforts are conducted to improve a neighborhood's physical condition, market value, image, housing stock, and to promote a safe living environment.

Revitalization involves a comprehensive effort of services and investment in specific neighborhoods in order to improve the social and economic conditions and ultimately re-create a viable community. Athens-Clarke County has focused on 2 areas for revitalization: East Athens and the Hancock Corridor. East Athens is identified as Census Tracts 301 and 302. Census Tracts 301 and 302 have 7,795 residents. 78% of the residents were considered to be of low or moderate incomes and over 78% are reported as minorities. Census Tracts 6 and 9, the Hancock Corridor, have 5,695 residents and approximately 60% are reported as minority. When the percentage is averaged between the two census tracts over 86% of the residents of Census Tracts 6 and 9 have low to moderate incomes.



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Police

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

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

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☐ 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
Athens-Clarke County	General Fund; State and Federal Grants

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

Contact information and summary description.

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
NE Reg. Drug Task Force	NE Reg. Drug Task Force Members	1/1/2014 - Per Agreement

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

Law Enforcement services are provided with the cooperation/assistance of a number of criminal justice stakeholders. Such stakeholders include federal and state law enforcement partners, as well local law enforcement agencies (example Winterville Police Department). In addition, as with its Family Protection Center (FPC), partnerships exist between The Cottage and Sexual Assault Nurse Examiners (SANE).

7. Person completing form: **Chief Scott Freeman**

Phone number: **706-613-3330** Date completed: 3/8/2017

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:

SDS FORM 2, continued

POLICE

Services

Patrol Operations:

This service includes the basic policing functions of patrolling to prevent crime, disorder and fear of crime, and responding to emergencies and other incidents. The patrol service also includes the traffic unit and other specialized units

Investigations:

This service conducts investigations of various crimes committed in Athens-Clarke County. Such a service also incorporates managing cases and evidence from the initial crime scene through the court process, in addition to the operation of the multi-jurisdictional Drug Task Force (DTF) and license compliance investigations/inspections.

Communications:

This service includes the dispatch responsibilities for the Athens-Clarke County Police Department, Athens-Clarke County Fire Department, Clarke County Sheriff's Office, Winterville Police Department, and Winterville Fire Department. Communications Division staff answer all incoming Emergency 911 calls and non-emergency calls for the Athens-Clarke County Police Department. Activities include:

- Communicating problem/situation to appropriate agency and personnel
- Taking emergency and non-emergency calls, digitizing, dispatching personnel
- Maintaining recordings and printed information
- Providing tag checks and criminal record checks
- Making court appearances
- Monitoring of Downtown Safety Camera System
- Monitoring the Greenway emergency callboxes
- Receiving and transferring emergency medical calls

Public Information:

This service involves the provision of information and educational materials to citizens about criminal activity, traffic accidents, department procedures, crime prevention, etc. Information may be provided through official police reports, press releases, public speaking engagements, and other means.

Programs

- Defined Area Patrol
- Call Response
- Traffic Enforcement
- Special Events
- Special Units
- Crime Investigation
- Undercover Operations
- Crime Scene Processing
- Evidence Management
- Compliance Inspections and Investigations
- Communications
- Provision of Departmental Information
- Crime Prevention
- Special Programs

SDS FORM 2, continued

POLICE

The Athens-Clarke County Police Department provides services county-wide including the City of Winterville and the portion of the Town of Bogart located within Clarke County. In addition to uniform services, these also include communications, criminal investigation and others. Under a cooperative agreement, when Winterville Police officers are on duty, emergency calls are dispatched first to that department, with Athens-Clarke County Officers providing back-up as necessary. A Winterville officer is on call at all times and the department is usually staffed

between 7:00 a.m. and 3:00 p.m. The Athens-Clarke County Department has full accessibility to the Georgia Crime Information Center network and the Winterville Department does also through an agreement with Athens-Clarke County. The Winterville Police Department is thought of as an enhanced service.

The mission of the Athens-Clarke County Police Department is to form partnerships with county citizenry and visitors that result in this venue being the safest core of any metropolitan area in the State of Georgia. The department's mission includes, but is not limited to, protecting the well-being of all persons and their property by ensuring effective, efficient, timely, and equitable police services throughout the Athens-Clarke County jurisdiction.

The Department Administration office is located at 3035 Lexington Road and may be contacted by telephone at (706) 613-3330. It recognizes and welcomes the public as full partners in any endeavor to create support systems which produce continuous improvement within individual and collective responsibilities. Thus, the department has adopted Community-Oriented Policing, the SARA model of problem-solving, and Problem-Orienting Policing approaches as key management tools and operational philosophies.

The Athens-Clarke County Police Department has an authorized strength of 239 sworn positions, 66 civilian positions and 33 crossing guards. It was the 48th police department to be recognized nationally as an accredited police department and the first to receive certification by the State of Georgia.



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:ATHENS-CLARKE

Service:Probate Court

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Laura Welch**

Phone number: **706-613-3161** Date completed: 3/8/2017

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:

SDS FORM 2, continued

PROBATE COURT

County Probate Courts exercise exclusive, original jurisdiction in the probate of wills, administration of estates, appointment of guardians and involuntary hospitalization of incapacitated adults and other individuals.

All Probate Court judges administer oaths of office and issue marriage licenses. They may hold habeas corpus hearings or preside over criminal preliminary hearings. Unless a jury trial is requested, Probate Court judges may also hear certain misdemeanors, traffic cases and violations of state game and fish laws in counties where there is no State Court. When authorized by local statute, probate judges serve as election supervisors and make appointments to certain local public offices.

In counties with population greater than 96,000, a party to a civil case may request a jury trial in the Probate Court by a written demand with the first pleading. Appeals from such civil cases may be to the Supreme Court or the Court of Appeals depending on the particular matter.

Most Probate Court judges are elected to four-year terms in countywide, nonpartisan elections. A candidate for judge of the Probate Court must be at least 25 years of age, a high school graduate, a U.S. citizen and a county resident for at least two years preceding the election. In counties with population over 96,000, a candidate for probate judge must have practiced law for seven years and is at least 30 years of age.

The Athens-Clarke County Probate Court is an Article 6 Probate Court, giving it enhanced and expanded jurisdiction as well as concurrent jurisdiction with the Superior Courts in certain matters. Appeals from Article 6 Probate Courts go directly to the Court of Appeals or the Supreme Court as appropriate.

The Probate Court, located within the Clarke County Courthouse at 325 East Washington Street, Suite 215, is a Constitutional Office whose functions are mandated by the Georgia Constitution and whose mission is to assist citizens in properly administering estates of descendants, appointing guardians for minors and incapacitated adults, and the involuntary commitment of adults to treatment or rehabilitation. The Athens-Clarke County Probate Court can be contacted by telephone at (706)613-3320



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Public Health

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Marcia Massengill**

Phone number: **706-389-6921** Date completed: 3/8/2017

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:

SDS FORM 2, continued

PUBLIC HEALTH

The Division of Public Health, located at 345 North Harris Street, is part of a larger state agency, the Georgia Department of Public Health. The Athens-Clarke County Health Center offers a variety of health services to county residents. Public Health can be contacted by telephone at (706)389-6921.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Public Housing

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund; U.S. HUD Funding

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

Contact information and summary description.

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?

None

7. Person completing form: **Deborah Lonon**

Phone number: **706-613-3155** Date completed: 3/8/2017

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:

SDS FORM 2, continued

PUBLIC HOUSING

The Athens Housing Authority is an independent authority chartered pursuant to the Housing Authorities Law O.C.G.A. section 8-3-1 et. seq. by the State of Georgia in 1938. Authority offices are located at 300 S Rocksprings St, Athens, GA 30606. The relationship with the local governing body is defined by a contractual document entitled "Consolidated Cooperation Agreement" executed in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations and the "Housing Authorities Law." In general, funding for Authority operations derives from Federal (HUD) funds and local rental revenue. Basic operations for the Authority are not funded with local or state tax dollars. However, the Authority may, upon occasion, receive special grants or enter into contractual relationships with local or state government.

The Athens Housing Authority's (AHA) mission is to provide secure, affordable, quality housing and resources which encourage and sustain independence for wage earners, elderly, and families.

A local Board of Commissioners, appointed by Athens-Clarke County's mayor, governs the Athens Housing Authority. This organizational structure allows the housing authority to work in conjunction with the local government and agencies to develop long-term housing strategies. On an annual basis, the Athens Housing Authority completes approximately \$2 million in capital improvements in public housing neighborhoods. Over the years, dwelling units have been completely modernized to include central air conditioning, fully equipped kitchens, and re-designed exteriors to create attractive and desirable rental communities.

Since 1989, the Athens Housing Authority (AHA) has been engaged in the systemic modernization of its public housing neighborhoods using their original construction dates to establish a priority for redevelopment. However, funding from the U.S. Department of Housing and Urban Development has not kept pace with costs or inflation. Twenty-three years later, current year appropriations are at the same level as 1989. In February 2011, AHA proposed the transformation of Jack R. Wells/Pauldoe Apartments into a senior living and mixed-income community. The traditional modernization was not the best solution for Jack R. Wells. The level of need and intensive amount of labor to make improvements would have resulted in a cost more than 50% of new construction. Upon completion, buildings would still be nearly 50 years old. Bedroom distribution, lack of living space and current social environment would remain unchanged. Modernization did not provide for the highest and best use of the site. Additionally, that approach maintains but does not allow for increasing the supply of affordable housing for moderate-income demographics. AHA projected benefits of a transformed Jack R. Wells public housing site include: a mixed-income, economically diverse population; excellent senior housing; full market-rate quality design for all residents to enjoy; and a more stable and sustainable community that supports the A-CC URP. The entire neighborhood will be developed to LEED Neighborhood Development standards that help further A-CC commitment to sustainability. In addition to setting a new standard for public housing, this project supports the increased housing needs and serves as a cornerstone for neighborhood revitalization within the Hawthorne Avenue corridor connecting St. Mary's Hospital, Athens Regional Medical Center, and the Medical College of Georgia-Athens Campus. The addition of approximately 125 market rate units will have a direct positive impact on the tax base.

SDS FORM 2, continued

PUBLIC HOUSING

The Athens Housing Authority is also involved in a number of local affordable housing initiatives. Their experience in housing finance and construction enhances and augments options for all residents of Athens. Through their ability to issue tax-exempt housing revenue bonds, the Athens Housing Authority has aided the development of other affordable housing in the community.

In an effort to offer more affordable housing choices, the Authority began to build and sell homes through our ACT I Homes program. This program has enabled moderate-income families, who thought a house of their own was out of reach, to become first-time buyers. Working with Athens-Clarke County's Department of Housing and Community Development, the Athens Housing Authority has taken a leadership role in the revitalization of in-town neighborhoods and the creation of greater opportunities for homeownership. The development of the ACT I Homes program provides long-term property tax benefits to the community as well as increases homeownership rates.

To further increase homeownership opportunities and community development, the Authority has worked closely with other affordable housing organizations in Athens. There are several affordable housing organizations in our community, but some of our abilities lend themselves to easing the path for other organizations to complete their projects.

Often, in older neighborhoods, it is difficult to ascertain clear ownership of a property. Legally, we are able to resolve land ownership issues and in that way have assisted the Athens Land Trust with the purchase of property for their homeownership programs.

On a regional level, the Athens Housing Authority is a founding member of the Georgia HAP Administrators, a consortium that provides asset management and program compliance for the multi-family Section 8 subsidized housing program through a contract with HUD. The Athens Housing Authority is responsible for monitoring almost 600 dwelling units in Northeast Georgia. During 2004, GHAP won a contract to provide Section 8 monitoring for the State of Illinois, excluding the Chicago area. Profit sharing from the proceeds of this activity will return to the Athens Housing Authority for our work in the community.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Recycling - Center for Hard to Recycle Materials (CHaRM)

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

RECYCLING – CENTER FOR HARD TO RECYCLE MATERIALS (ChaRM)

The Athens-Clarke County Solid Waste Department operates a Center for Hard to Recycle Materials (ChaRM), and the facility opened in November 2015. A CHaRM is a one stop drop for items that can't be recycled at the curb or at the Athens-Clarke County recycling drop-off sites because they are deemed "hard to recycle" due to their nature (chemical composition, hazardous components, size, distance to end-market, etc.).

The ChaRM is located at the old Solid Waste Department site at 1005 College Avenue.

The ChaRM will accept all of the following materials: Automotive Fluids, Batteries, Bulbs, Carpet, Cleaners, Clothing/Shoes, Electronics, Fire Extinguishers, Grease, Lawn Care Products, Paint, Propane Tanks, Tires and more.

The ChaRM was a 2011 SPLOST project. The equipment for the facility was purchased with local SPLOST funds and the operational costs are Landfill Enterprise Funds.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Recycling - Processing

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

RECYCLING - PROCESSING

The Solid Waste Department provides recycling processing services at the Athens-Clarke County Recovered Materials Processing Facility (RMPF) through a public-private partnership with ReCommunity.

History

The Athens-Clarke County Recovered Materials Processing Facility (RMPF) opened August 31, 1995. The RMPF was the first of its kind recycling facility in Georgia, as recycling at the RMPF is the effort of a public-private partnership between ReCommunity, formerly FCR of Charlotte, N.C., and the Unified Government of Athens-Clarke County. The \$2.5 million facility was built with private funds. Athens-Clarke County owns the property and building (as of March 1, 2011) and oversees the contract with ReCommunity (operator). The County spent \$1.5 million on the retrofit conversion to single stream recycling in the fall of 2011. The facility is 22,000 square feet with 2,000 square feet used for office and educational space.

Materials Recycled

Recyclables are accepted at the RMPF in one clean single stream. Over 30 different types of materials are accepted for recycling. Acceptable items for recycling are office paper, junk mail, cardboard boxes, paperboard, newspapers, paper bags, magazines, catalogs, telephone books, milk/juice/broth cartons, juice boxes, aluminum cans, foil and trays, glass, plastic bottles/tubs/containers/cups (#1-#7 with some exceptions) and rigid plastic, aerosol cans, and food cans (steel, bi-metal, tin). No garbage is accepted at this facility.

Amount of Material Recycled

The RMPF has the capacity to process up to 120 tons of recyclables per day per 8-hour shift. Currently, the recycling facility processes about 75 tons per day or 1,600 tons per month. The RMPF processes about 10 tons of material an hour.

Expenses and Revenue

Under the contract, A-CC pays the operator processing or "tip" fees to process, sort, and market the recyclables. The fee paid is based on the product mix (e.g. single stream, clean OCC, file stock). In addition, A-CC receives a share (based on commodity CPI) of the revenues from the sale of recyclables processed at the RMPF. ACC receives a host fee from ReCommunity for merchant tons delivered to the MRF. The revenues help to offset expenses.

Mission and Goals

The mission of the Solid Waste Department – Recycling Division is to educate the public about the importance of waste reduction to the Athens-Clarke County community and implement a comprehensive, waste reduction plan that will reduce landfill disposal of solid waste as follows:

- 40% by 2015
- 60% by 2018
- 75% by 2020



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Right-of-Way Maintenance

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Drew Raessler**

Phone number: **706-613-3440** Date completed: 3/8/2017

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:

SDS FORM 2, continued

RIGHT-OF-WAY MAINTENANCE

The Athens-Clarke County Landscape Management Division handles all litter pickup and vegetation maintenance of right-of-way areas belonging to Athens-Clarke County. Landscape Management Division of the Athens-Clarke

County Central Service Department mows all public rights-of-way in the county, with the exception of those on state roads. The Georgia Department of Transportation maintains all state routes.

The Athens-Clarke County Department of Transportation and Public Works handles the maintenance of the roadways and stormwater infrastructure (including roadway signs and marking, traffic signals, street sweeping, and the maintenance of pavement, sidewalks, roadsides, dirt roads, and storm water systems). Please see the Roads and

Bridges and Stormwater Management sections for detailed explanations concerning those areas.

The Athens-Clarke County Landscape Management Division is located 2555 Lexington Road and may be contacted by telephone at (706-613-3561).



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:ATHENS-CLARKE

Service:Roads and Bridges - Construction & Maintenance

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, State, SPLOST
Town of Bogart	State, SPLOST
City of Winterville	State, SPLOST

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

This strategy clarifies an equitable funding arrangement for pavement rehabilitation within each jurisdiction. It also updates contact information and summary description.

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?

None

7. Person completing form: **Drew Raessler**

Phone number: **706-613-3440** Date completed: 12/13/2017

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:

SDS FORM 2, continued

ROADS AND BRIDGES – CONSTRUCTION AND MAINTENANCE

The Transportation and Public Works Department maintains local roads and bridges throughout Athens-Clarke County, the City of Winterville, and the Town of Bogart. State routes are maintained by the Georgia Department of Transportation (GDOT). The road maintenance service includes the maintenance, repair, and corrective improvements of the roadways, bridges, and bicycle/pedestrian ways to ensure that these facilities operate efficiently and effectively. The programs and activities within this service include routine pavement maintenance, bridge maintenance, sidewalk maintenance and repair, curb and gutter repair, roadside maintenance (shoulders and ditches), dirt road maintenance, stormwater maintenance, and street sweeping.

The purpose of the bridge maintenance, as operated by the Unified Government of Athens-Clarke County (ACCUG) Transportation and Public Works Department, is to rehabilitate and maintain bridges on local roads throughout all of Athens-Clarke County. The program consists of bridge rehabilitation work identified as needed by GDOT during their bi-annual inspection survey.

The ACCUG Transportation and Public Works Department also provides technical service for traffic operations systems (including the operation of traffic signals), construction and maintenance of new and existing traffic signals and markings, construction and maintenance of road and drainage systems, engineering inspection of public roads and sidewalks, and support services to other Athens-Clarke County projects entailing public improvements.

The ACCUG Transportation and Public Works Department also provides technical services for pavement rehabilitation in addition to routine pavement maintenance. Services provided by the Transportation and Public Works Department include inspection, evaluation, procurement, and construction management of pavement rehabilitation activities within Athens-Clarke County, the City of Winterville, and the Town of Bogart.

ACCUG provides annual funding for pavement rehabilitation through General Fund Capital, and GDOT provides annual transportation funding through the Local Maintenance Improvement Grant (LMIG). Athens-Clarke County, City of Winterville, and Town of Bogart agree that annual pavement rehabilitation will be funded at a minimum through General Fund Capital and funds equivalent to LMIG. To fairly allocate the General Fund Capital, the funding was apportioned using the percentage of the relative LMIG awards for 2018, as shown Table 1.

At a minimum, annual pavement rehabilitation within Athens-Clarke County, outside of the City of Winterville and Town of Bogart, is to be funded by the following:

- ACCUG: 98.1% of General Fund Capital assigned to pavement rehabilitation and an amount equivalent to Athens-Clarke County's Local Maintenance Improvement Grant (LMIG) award from GDOT

At a minimum, annual pavement rehabilitation within the portion of the Town of Bogart within Athens-Clarke County is to be funded by the following:

- ACCUG: 0.2% of General Fund Capital assigned to pavement rehabilitation
- Town of Bogart: an amount equivalent to 13% of Bogart's LMIG award from GDOT annually

SDS FORM 2, continued

ROADS AND BRIDGES – CONSTRUCTION AND MAINTENANCE

At a minimum, annual pavement rehabilitation within the City of Winterville is to be funded by the following:

- ACCUG: 1.7% of General Fund Capital assigned to pavement rehabilitation
- City of Winterville: an amount equivalent to Winterville's LMIG award from GDOT annually

Each municipality may individually elect to supplement pavement rehabilitation funding with TSPLOST, SPLOST, or other sources. Further, each municipality may individually elect to allow funds to accumulate over multiple years to fund larger pavement rehabilitation projects with logical termini. ACCUG will make technical recommendations to the other municipalities on the use of these pavement rehabilitation funds.

The City of Winterville and Town of Bogart may fund additional capital improvement projects within the rights of way within their respective jurisdictions subject to an approved encroachment permit from the ACCUG Transportation and Public Works Department.

An example calculation for ACCUG's FY19 has been provided in Table 1 below assuming \$600,000 of General Fund capital applied to pavement maintenance. This table uses the LMIG award to inform the percentage of ACCUG General Fund capital assigned to pavement rehabilitation made available to Winterville and Bogart. By this methodology, Winterville would be allocated \$10,200 of the \$600,000 of General Fund capital applied to pavement rehabilitation. Similarly, Bogart would be allocated \$1,200 of the \$600,000 of General Fund capital applied to pavement rehabilitation. This would be combined with the LMIG awards to fund capital pavement rehabilitation in Winterville and Bogart for FY19.

Table 1: Sample Annual Pavement Rehabilitation Funding

	Equivalent LMIG Award	LMIG Percent	General Fund (FY19)	SPLOST (FY19)	Paving Program
Athens-Clarke County	\$ 1,312,617.02	98.1%	\$ 588,600	\$ 401,000	\$ 2,302,217.02
Winterville	\$ 22,121.20	1.7%	\$ 10,200	\$ -	\$ 32,321.20
Bogart (13%)*	\$ 2,640.60	0.2%	\$ 1,200	\$ -	\$ 3,840.60
Total	\$ 1,337,378.82	100%	\$ 600,000.00	\$ 401,000	\$ 2,338,378.82

*13% of Bogart's land mass falls within the borders of Athens-Clarke County

SDS FORM 2, continued

ROADS AND BRIDGES – CONSTRUCTION AND MAINTENANCE

Other notes:

- ACCUG intends to use its paving contractor to perform the work. If Bogart and Winterville have a suggestion about a specific project's delivery, officials can sit and discuss an alternate delivery.
- Amounts allocated to Bogart and Winterville can be deferred to future years until sufficient funds have accumulated to deliver a project with logical termini. ACCUG will provide technical recommendations to Bogart and Winterville.
- If a recommended paving project in Bogart or Winterville does not have adequate funds accumulated, future projected amounts, up to five years, can roll forward to fund the project budget. ACCUG will provide technical recommendations to Bogart and Winterville.
- ACCUG Transportation & Public Works staff will sit down annually with the mayors of both jurisdictions to review road assessments and project delivery for the annual paving contract.

The Transportation & Public Works Department is located at 120 West Dougherty Street and may be contacted by telephone at (706)613-3440.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Sheriff - Community Service

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, User Fees

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

Contact information and summary description.

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?

None

7. Person completing form: **Jimps Cole**

Phone number: **706-613-3250** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SHERIFF – COMMUNITY SERVICE

This service includes public information, public education, and community involvement and includes coordinating all media and public information releases, community service activities, facility tours, and any other special office events.

Community Service Programs:

Program A: Public Information – This program includes the following activities:

- Providing press releases informing the public and media of events and occurrences within the Clarke County Sheriff's Office.
- Speaking to citizens and citizen groups.
- Updating of information about the Sheriff's Office to the community through media outlets, published materials, maintaining the Sheriff's Office website.
- Responding to open records requests by providing information requested by the public, media, and legal system as requested in accordance with the open records act.

Program B: Community Education, Events and Special Requests – The Sheriff's Office provides several community education programs such as Drug and Alcohol Resistance Education (DARE), Parents Reducing Incidents of Driver Error (PRIDE), Law Enforcement Explorers, and others. The Sheriff's Office also provides facility tours (Courthouse and Jail) and vehicle escort services for funerals, motorcycle charity rides, and parades.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Sheriff - Court Services

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Jimps Cole**

Phone number: **706-613-3250** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SHERIFF – COURT SERVICES

The Sheriff's Office provides general law enforcement services to the Clarke County Courthouse and the adjacent parking deck, and security to each of the courts located in the Clarke County Courthouse.

Courthouse Security – The Sheriff's Office provides full time courtroom security to three Superior Courts, two State Courts, two Magistrate Courts with three Judges, Municipal Court, and when needed for Juvenile Court and Probate Court. The Sheriff's Office also provides law enforcement response in and around the Courthouse and operates the x-ray machine and metal detectors at the Courthouse entrances.

Courtroom Support – This program involves various court support functions such as transporting inmates to and from the Jail for court appearances, transporting juveniles to and from Gainesville Regional Youth Detention Center for court appearances, escorting inmates within the courthouse for court hearings, and transporting jurors to lunch and to the scene of crimes as instructed by the Judges.

Records Management – The Sheriff's Office performs several records management functions including:

- Maintaining the sex offender registry
- Processing criminal record restrictions
- Maintaining warrant status
- Inputting and reviewing data for the GCIC and NCIC databases



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:*Sheriff - Detention of Arrested Individuals*

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, User Fees, Federal Funding (SCAAP Grant, Social Security)

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

Contact information and summary description.

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?

None

7. Person completing form: **Jimps Cole**

Phone number: **706-613-3250**

Date completed: 3/8/2017

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:

SDS FORM 2, continued

SHERIFF – DETENTION OF ARRESTED INDIVIDUALS

This service includes the physical detention of inmates in accordance with federal and state laws and A-CC ordinances. The detention of an inmate includes the receipt, detention, care, and provision of services of all persons arrested within Clarke County or the State of Georgia until each person post bail, receives disposition on all criminal charges, or is lawfully released from the custody of the Sheriff. This service also includes the maintenance and operations of the jail facility.

Jail Operations – The Sheriff's Office is responsible for the lawful admission and release of all arrested individuals, the secure and safe detention, and supervising the provision of services to the inmates. Activities include:

- Inmate admissions and classification
- Housing and monitoring inmates
- Performing jail checks and inmate head counts
- Internal movement of inmates for court, medical services, recreation, visitation, and jail programs activities.

Inmate Support - This program includes taking care of all inmates needs to include building maintenance, inmate laundry, grounds keeping and food service. This includes:

- Inmate services- inmate visitation, laundry, inmate labor, mail, inmate personal property, inmate law library, inmate accounts and commissary services
- Providing medical care and medication for inmates (through contract provider)
- Maintaining inmate records, coordination of each inmate's length of stay in the jail, informing Georgia Department of Corrections of state inmate sentences, responding to Georgia Open Records Act requests
- Food services- assembly and distribution of all meals to inmates at the jail
- Facility maintenance.

Inmate Programs – The Sheriff's Office provides opportunities for educational, religious, and rehabilitation goods and services to the inmates in the jail and social services for addressing inmate special needs and coordinating post-release services for inmates with outside agencies and programs.



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Sheriff - Licensing and Regulation

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, User Fees

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

Contact information and summary description.

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?

None

7. Person completing form: **Jimps Cole**

Phone number: **706-613-3250** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SHERIFF – LICENSING AND REGULATION

This service involves the activities of regulating bonding agencies, raffle licensing, fingerprinting, background checks, and letters of good behavior, as further described:

- Regulating bonding agencies provides for the review, approval, and regulation of bonding companies in Athens-Clarke County; insuring that the companies are in compliance with State, and local laws and regulations; and review of citizen complaints of wrong doing by the bonding companies.
- Raffle licensing provides for the application, review, and approval of licensed raffles in Athens-Clarke County and insures that the raffles are in compliance with Federal, State, and local laws and regulations.
- The Sheriff's Office also provides for the fingerprinting, background checks, and letters of good behavior for individuals needing these services for employment, licenses, permits, and other official needs.



SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:*Sheriff - Warrant and Civil Process Service*

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, User Fees

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

Contact information and summary description.

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?

None

7. Person completing form: **Jimps Cole**

Phone number: **706-613-3250**

Date completed: 3/8/2017

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:

SDS FORM 2, continued

SHERIFF – WARRANT AND CIVIL PROCESS SERVICE

This service involves processing and servicing felony and misdemeanor arrest warrants and processing and serving civil process papers (protective orders, civil summons, subpoenas, evictions, FiFas' and restraining orders).

Processing and Serving Arrest Warrants - Arrest warrants are received from the Superior, State, Magistrate, Municipal, and Juvenile Courts of the Athens-Clarke County Unified Government. Arrest warrants are also received from law enforcement agencies in other counties throughout the State of Georgia who believe the offender can be found in the jurisdiction of Athens-Clarke County. Servicing warrants involves:

- Researching the named suspect for information on the locations of the individual
- Warrant service attempts at locations where the named suspect may be found
- Arrest and transport of individuals to jail
- Assisting other agencies with arrests
- Court testimony.

Service of Civil Processes - Civil processes are actions or orders that come out of the Superior, State, Magistrate, Juvenile, and Probate Courts that are non-criminal in nature. Deputies must have knowledge of when it is appropriate to serve these papers personally, notoriously, or corporately. Civil processes include summons, subpoenas, dispossessory warrants, writs of possession, foreclosures, temporary protective orders, child support orders, FiFa's, garnishments, and involuntary committal orders.



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:ATHENS-CLARKE

Service: *Solicitor - General*

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	General Fund, Five Percent Funds, Federal Grant Funding

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

Contact information and summary description.

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?

None

7. Person completing form: **Carroll R. Chisholm, Jr.**
Phone number: **706-613-3215** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLICITOR - GENERAL

The Office of the Solicitor-General (formerly Solicitor) was created by an act of the Georgia Legislature in 1879 to serve as the prosecuting attorney in the State Court of Clarke County. With unification of the former City of Athens and Clarke County governments in 1991 and the subsequent creations of the Municipal Court of Athens-Clarke County in 1992, the Solicitor-General was made by ordinance the prosecuting attorney of the court as well as the prosecuting attorney of the Winterville Municipal Court. In these capabilities, the Solicitor-General has the responsibility to "prosecute" all misdemeanor offenses occurring within the limits of Athens-Clarke County. As used in this context, the term prosecute involves, first and foremost, that exercise of discretion in determining whether to prosecute at all and, if so, whom and how to prosecute. The responsibility of a public prosecutor differs from that of the usual advocate; his duty is to see justice, not merely to convict. This special duty exist because: (1) the prosecutor represents the sovereign and therefore should use restraint in the discretionary exercise of governmental powers, such as the selection of cases to prosecute; (2) during trial, the prosecutor is not only an advocate but he also may make decisions normally made by an individual client, and those affecting the public interest should be fair to all; and (3) in our system of criminal justice, the accused is to be given the benefit of all reasonable doubts.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Solid Waste - Commercial Collection

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLID WASTE – COMMERCIAL COLLECTION

The Athens-Clarke County Solid Waste Department provides commercial dumpster and curbside garbage and recycling collection services within the Urban Service District of Athens-Clarke County on a volume-based dumpster, roll-cart, and bag service levels. This service can be provided from once a week to five days a week (and even seven days a week multiple times per day in the downtown district). The Department's primary customer base is located within the Urban Service District, but they will provide bids for customers located outside of the district if requested.

The Department operates ten recycling drop-off sites. The sites are not staffed and accessed twenty-four hours a day/seven days a week. The sites are open to any resident or non-resident of Athens-Clarke County. The sites contain enclosed roll-off containers that accept single stream recyclables. The containers are serviced by the Solid Waste Department.



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:ATHENS-CLARKE

Service:Solid Waste - Compost Operations

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLID WASTE – COMPOST OPERATIONS

The Athens-Clarke County Solid Waste Department operates a Commercial Composting Facility (Classic City Compost) at the MSW Landfill. The Commercial Composting Facility is an EPD permitted commercial composting facility covering 4.5 paved acres. The composting facility opened in January 2011. Unprocessed and processed leaf and limb debris is stored on the adjoining unpaved piece of property which adds an additional 4.5 acres of compost facility footprint.

The Commercial Composting Facility composts bio-solids and leaf & limb debris. Bio-solids refer to processed wastewater solids that have met specific criteria and are suitable for composting. The landfill receives the bio-solids from Athens-Clarke County Public Utilities Wastewater Treatment Facilities. Bio-solids from a specific city wastewater treatment facility are somewhat unique because the content is based on what the local industries, business and households contribute to the wastewater stream. The Commercial Composting Facility is required to test the compost quarterly through the US Composting Council. The compost technical data sheet with test results from the US Composting Council is provided to all individuals that purchase compost.

Any resident or non-resident of Athens-Clarke County can purchase the compost at the landfill.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Solid Waste - Disposal C&D

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLID WASTE – DISPOSAL (C&D)

The Athens-Clarke County landfill stopped accepting inert materials in 1996 and contracts with Oglethorpe County. This landfill accepts construction and demolition debris and is located on US-78 and has an estimated remaining life of 11 years. Athens-Clarke County users pay a tipping fee for access. Oglethorpe County pays tipping fees for use of the Athens-Clarke County municipal solid waste landfill, in return.



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:ATHENS-CLARKE

Service:Solid Waste - Disposal (MSW Landfill)

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund

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

Contact information and summary description.

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
Contract for Use of Landfill	Athens-Clarke County, Oglethorpe County	8/5/1992 - Per Agreement

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

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLID WASTE – DISPOSAL (MSW LANDFILL)

The Athens-Clarke County Landfill is a state-of-the-art, lined Subtitle D landfill. The A-CC landfill is comprised of about 400 acres with a remaining capacity of 1 year within the currently opened phase; however, the next phase to be opened will provide an additional 10 year capacity. Approximately 300 tons of materials are disposed in the A-CC landfill per day (as of December 2015). In August 1992, A-CC entered into a landfill agreement with neighboring Oglethorpe County. This allowed for the expansion of the A-CC landfill into Oglethorpe County on approximately 40 acres of property owned by A-CC. This agreement also required that all construction and demolition waste be diverted to the Oglethorpe County C&D landfill (located on Highway 78).

In 2008, Athens-Clarke County purchased 79 acres from Oglethorpe County for possible expansion of landfill operations and/or dirt for closure of other landfill cells.

In 2010, Athens-Clarke County entered into a contract with Blue Sources, LLC for the development of a landfill gas capture and electricity generation system. Energyneering purchased the contract and equipment from Blue Source and now manages the operation.

The Athens-Clarke County Landfill is located at 5700 Lexington Road, Athens, Georgia and may be reached by telephone at (706) 613-3508.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:ATHENS-CLARKE

Service:Solid Waste - Education

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund, Waste Minimization Fee

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

SOLID WASTE – EDUCATION

The Recycling Division within the Athens-Clarke County Department of Solid Waste has primary responsibility for spearheading Athens-Clarke County's recycling initiatives and public education efforts. This division works closely with residents, businesses and industries to facilitate their contribution to the waste reduction and recycling efforts. Education efforts include the Athens-Clarke County Green School program. The Green School Program is designed to assist local schools with environmental education and improvement efforts that focus on conservation, preservation, and beautification of our environment. Annually, the program recognizes participating schools that implement exceptional environmental education and improvement programs. The Green Schools Program is a partnership between the A-CC Recycling Division, Water Conservation, Stormwater Management, Planning Department, UGA Extension, and Keep Athens-Clarke County Beautiful.

The Recycling Division also manages the Commercial Recycling Ordinance and Policy. The ordinance has three core requirements:

There are three core requirements for businesses licensed in A-CC:

1. All commercial customers within A-CC shall provide recycling containers to collect all items listed on the Targeted Materials List that are generated by the commercial customer.
2. All commercial customers within A-CC shall provide recycling information and guidelines to their employees and/or tenants; A-CC Solid Waste Recycling Division information can be used. Note: Owners of multi-family properties shall distribute to new tenants at the beginning of the lease and to all existing tenants at least annually, general recycling program information and current recycling program guidelines as updated and provided by the A-CC Solid Waste Department.
3. Each commercial customer within A-CC shall complete and have on file with A-CC Solid Waste Recycling Division a Commercial Customer Recycling Plan. If your business is not a stand-alone structure, it may be appropriate to discuss this requirement with the property owner/manager. Generally, the entity paying for waste collection services should be involved in any discussion of adding recycling collection services. However, each business must complete and file a Recycling Plan.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Stormwater Utility Enterprise Fund

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

Contact information and summary description.

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	Athens-Clarke County; City of Winterville	9/2/2014 - Per Agreement

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

None

7. Person completing form: **Drew Raessler**

Phone number: **706-613-3440** Date completed: 3/8/2017

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:

SDS FORM 2, continued

STORMWATER MANAGEMENT

The Athens-Clarke County Transportation and Public Works Department provides storm water management services to Athens-Clarke County and the portion of the Town of Bogart located within Clarke County.

Since 2003, Athens-Clarke County has had a state-issued stormwater permit under the federal National Pollution Discharge Elimination System (NPDES) permit program. This permit was issued as part of Phase II of the NPDES program, which extended program coverage beyond the “large” and “medium” municipalities (>100,000 people) covered by Phase I to include smaller municipalities (>10,000 people) as well.

In addition to addressing water quality concerns, the Athens-Clarke County Transportation and Public Works Department addresses water quantity and drainage concerns, including improving stormwater infrastructure, maintaining storm drains and other stormwater structures, and shoulder and ditch maintenance in the right-of-way.

Altogether, the storm water utility fee pays for the operations and maintenance costs of the stormwater program, including to following services:

- flood protection through capital improvement projects
- creation and implementation of an Impaired Waters Monitoring and Improvement Plan
- inspecting stormwater management structures
- conducting illicit discharge and illegal connection screening
- maintenance of drainage infrastructure
- cleaning and repair of stormwater infrastructure, including pipes, ditches, shoulders, and storm drains
- street sweeping
- implementing an education and outreach program, which includes workshops and projects that encourage public participation
- inspection construction sites to assure proper site management
- managing and designing projects
- complying with federal and state regulations
- developing long-term stormwater plans

The City of Winterville has its own state-issued stormwater permit under the National Pollution Discharge Elimination System permit program, and Athens-Clarke County provides support to the City of Winterville as it relates to storm water quantity issues. The City of Winterville remains responsible for its own compliance with national regulations as they pertain to water quality; however, in 2014, the City of Winterville and Athens-Clarke County entered into an intergovernmental agreement where Athens-Clarke County’s Transportation and Public Works department provides some services to the City of Winterville, including compiling the annual report for the permit, maintaining inventories, and conducting some post-construction stormwater management structure inspections. Athens-Clarke County is responsible for the stormwater quantity aspects of stormwater management within the City of Winterville. The residents of the City of Winterville pay the portion of the stormwater fees that relate to quantity. The Athens-Clarke County Transportation and Public Works administrative offices are located at 120 West Dougherty Street, Athens, Georgia. The office telephone the number is (706) 613-3440.



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:ATHENS-CLARKE

Service:Tax Assessment

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Kirk Dunagan**

Phone number: **(706) 613-3140** Date completed: 3/8/2017

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:

SDS FORM 2, continued

TAX ASSESSMENT

The Tax Assessor's Office is responsible for appraising property and producing a tax digest each year for county and school tax purposes. Functions of the office are performed by County employees as part of the appraisal staff and are overseen by a Board of Assessors. The service area is county-wide, and funding for the office is provided by the County's general fund.

The Tax Assessor's Office appraises both real and personal property for the yearly tax digest. Real property appraisals include the land value and the value of all improvements on the property. Personal property values include taxable inventory and equipment of county businesses. Properties are routinely reviewed to check for new improvements, additions, renovations, and corrections. Assessment notices are mailed yearly to property owners with the current values and any approved exemptions. The office also maintains the official tax maps for the county and updates both current and past owner history for property parcels in the county.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Wastewater Collection and Treatment

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund, User Fees

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

Contact information and summary description.

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 Agreement	ACCUG, Oconee County	2/18/2014 - Per Agreement
Wastewater Agreement	ACCUG, City of Winterville (see Question #6 below)	Reviewed As Needed.

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 contract agreement with the Oconee County Board of Commissioners is to provide a defined and limited volume of wastewater service to a portion of Oconee County located outside the governmental boundaries of Athens-Clarke County and/or the active contract. Agreement with the City of Winterville is in reference to an informal understanding dating back decades involving previous utility improvements and direct retail service to properties within the city. Though no formal, written contract can be produced at this time, the two parties acknowledge the previous arrangements and have agreed to continue this understanding into the future, with no stated expiration, but will review any specifics as they may arise, and will formally document as deemed necessary. An additional, more formal explanation of present and proposed services (though not a contract or agreement) can be found in the 2015 Service Delivery Plan Update for Public Utilities as approved by the A-CC Mayor and Commission on 11/3/2015, which has a 20-year outlook and a goal to update every 5-years. This specific plan is also cited on Form 3, Question #3.

7. Person completing form: **Frank Stephens**

Phone number: **706-613-3470** Date completed: 3/8/2017

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:

SDS FORM 2, continued

WASTEWATER COLLECTION AND TREATMENT

The Athens-Clarke County Public Utilities Department provides public sanitary sewerage and wastewater treatment to portions of Athens-Clarke County (A-CC), the City of Winterville and a small portion of neighboring Oconee County.

The A-CC Public Utilities Department's Wastewater Treatment Section ensures that the millions of gallons of water used in homes, businesses, and industries throughout the County are transported in the A-CC collection system and are properly treated and safely returned to our area waterways. The staff includes highly trained maintenance mechanics, lab technicians, plant operators, equipment operators and administrative support who keep the collection and treatment system running smoothly 24 hours a day, seven days a week.

The Public Utilities Department provides wastewater treatment services for approximately 75% of the population in Athens-Clarke County in three service areas: North Oconee, Middle Oconee and Cedar Creek. We are increasing the availability of wastewater service to approximately 90% of our citizens by constructing new sewer lines in un-sewered areas and expanding capacity in areas that are currently being served with wastewater service.

Our major wastewater treatment facilities, the North Oconee, Middle Oconee and Cedar Creek Water Reclamation Facilities have a total permitted capacity of 28 million gallons a day. The North Oconee, Cedar Creek and Middle Oconee WRFs were replaced with advanced treatment, state of the art odor and noise control resulting in a higher quality of reclaimed water being returned to our area waterways. Construction was completed in 2011.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Water Supply Distribution and Treatment

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.): **Athens-Clarke County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Athens-Clarke County	Enterprise Fund, User Fees

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

Contact information and summary description.

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 Lease	ACCUG, City of Winterville	8/6/2015 - Per Agreement
Water Supply Agreement	ACCUG, Oconee County	2/18/2014 - Per Agreement
Water Supply Agreement	ACCUG, Upper Oconee Water and Sewer Authority	7/22/1996 - Per Agreement

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

The contract agreement with the Upper Oconee Water and Sewer Authority is for the provision of potable water service during major drought conditions and/or the active contract.

7. Person completing form: **Frank Stephens**

Phone number: **706-613-3470** Date completed: 3/8/2017

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:

SDS FORM 2, continued

WATER SUPPLY DISTRIBUTION AND TREATMENT

The Public Utilities Department provides potable water service to approximately 95% of the population in Athens-Clarke County. Athens-Clarke County currently has a public water main down almost all public roads that have existing structures. Today, A-CC provides over 15 MG on a max. month average day to residents, new businesses, schools, and firefighters.

The A-CC PUD water treatment section ensures that A-CC has a safe and reliable water supply. The staff includes highly trained operators, maintenance mechanics, lab technicians and administrative support who ensure the water distribution system runs smoothly and continuously 24 hours/day, seven days/week.

The Athens-Clarke County Public Utilities Department provides public water serviced to portions of the Town of Bogart which is located outside Clarke County boundaries.

SERVICE DELIVERY STRATEGY

FORM 2

FOR

REVISED OR ADDED SERVICES

**PROVIDED IN SPECIFIED
LOCATIONS WITHIN**

ATHENS-CLARKE COUNTY

BY

OTHER ARRANGEMENTS



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Building Permits and Inspection

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.): **Athens-Clarke County, Town of Bogart**

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
Athens-Clarke County	General Fund / User Fees
City of Winterville	General Fund
Town of Bogart	General Fund

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

The Service Delivery Agreement, including an amendment from November of 2006, specify that the Athens-Clarke County Building Permits and Inspection Department will provide comprehensive building inspection services in conjunction with the Athens-Clarke County Fire Department who will provide fire safety services for the City of Winterville. (See Appendix for Intergovernmental Agreement)

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
City of Winterville Agreement		11/2006 - Per Agreement

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

None

7. Person completing form: **Doug Hansford**

Phone number: **706-613-3520** Date completed: 3/8/2017

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:

SDS FORM 2, continued

BUILDING PERMITS AND INSPECTIONS

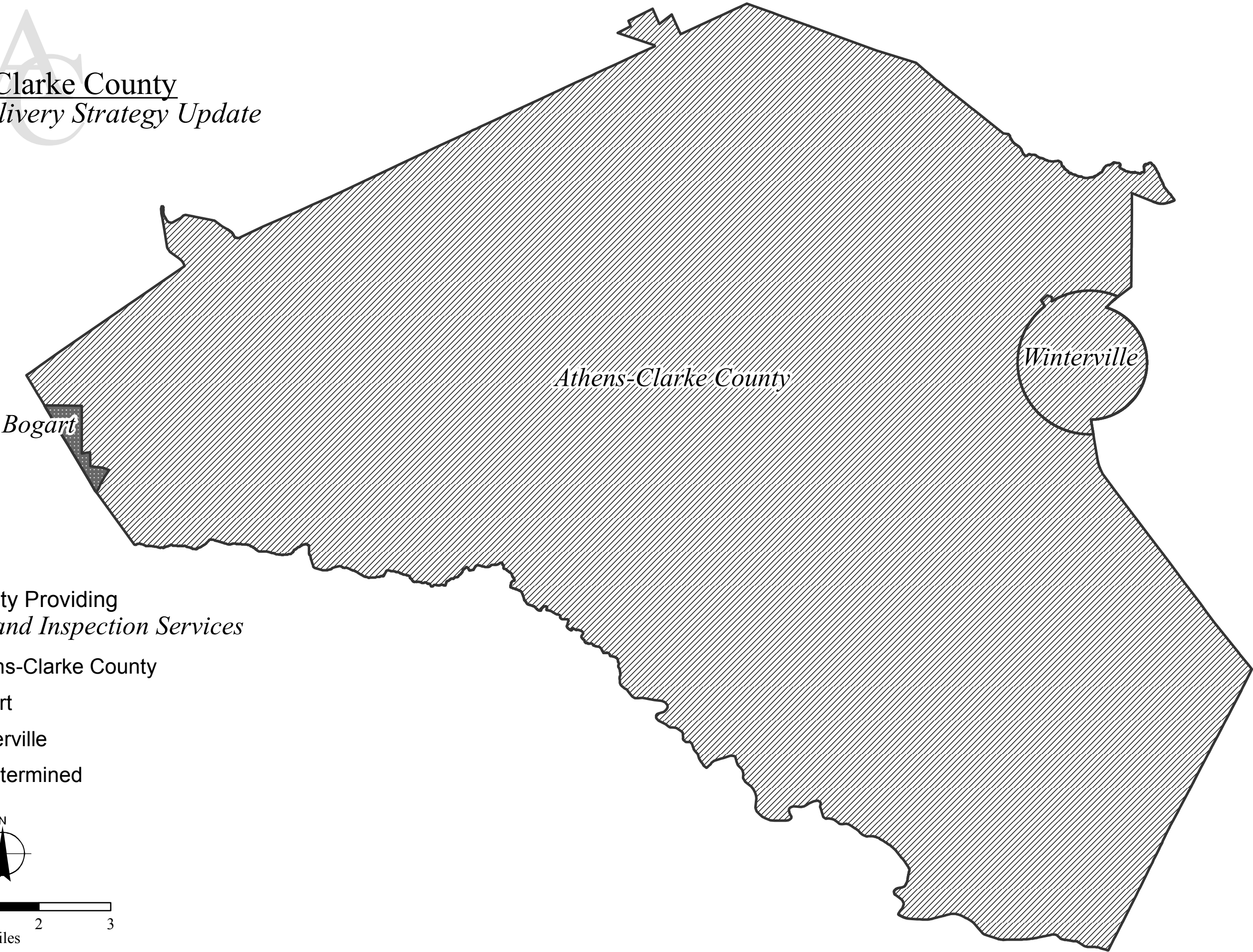
The Athens-Clarke County Building Permits and Inspection Department provides permit and inspections services to Athens-Clarke County and the City of Winterville.

The Athens-Clarke County Building Permits and Inspections Department is located at 120 West Dougherty Street in Athens and may be contacted by telephone at (706) 613-3520. The Department exists for the purpose of protecting the public's health, safety, and general welfare. This is accomplished by ensuring compliance with adopted codes that regulate structural strength, stability, sanitation, lighting, ventilation, fire safety and other hazards associated with construction, alteration, removal, demolition, use or occupancy of buildings, structures or property.

The Town of Bogart provides building inspections services with the exception of plumbing if they connect to Athens-Clarke County's public utilities.

Athens-Clarke County currently provides these services for the City of Winterville according to the provisions of an intergovernmental agreement. Please find a copy of that contract in the Appendix.

Athens-Clarke County
2018 Service Delivery Strategy Update





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:ATHENS-CLARKE

Service:Community Protection

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

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

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

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

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

☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Athens-Clarke County, City of Winterville, Town of Bogart**

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
Athens-Clarke County	General Fund
City of Winterville	General Fund
Town of Bogart	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Doug Hansford**

Phone number: **706-613-3520** Date completed: 3/8/2017

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:

SDS FORM 2, continued

COMMUNITY PROTECTION

The Athens-Clarke County Community Protection Division (formerly Marshal Services) is located at 120 West Dougherty Street and may be contacted by telephone at (706) 613-3790. This is a division under the Building Inspection & Permits Department. The restructuring consolidates compliance and enforcement personnel from the Planning Department, Solid Waste Department, Building Inspection Department and various other departments into a single unit.

Initially, enforcement efforts will focus on three major areas of community concern: noise, trash, and front yard parking. Geographical areas where widespread ordinance violations create a detrimental impact will receive greater attention. Enforcement officers will issue citations without warnings in those identified areas until a change in behavior occurs.

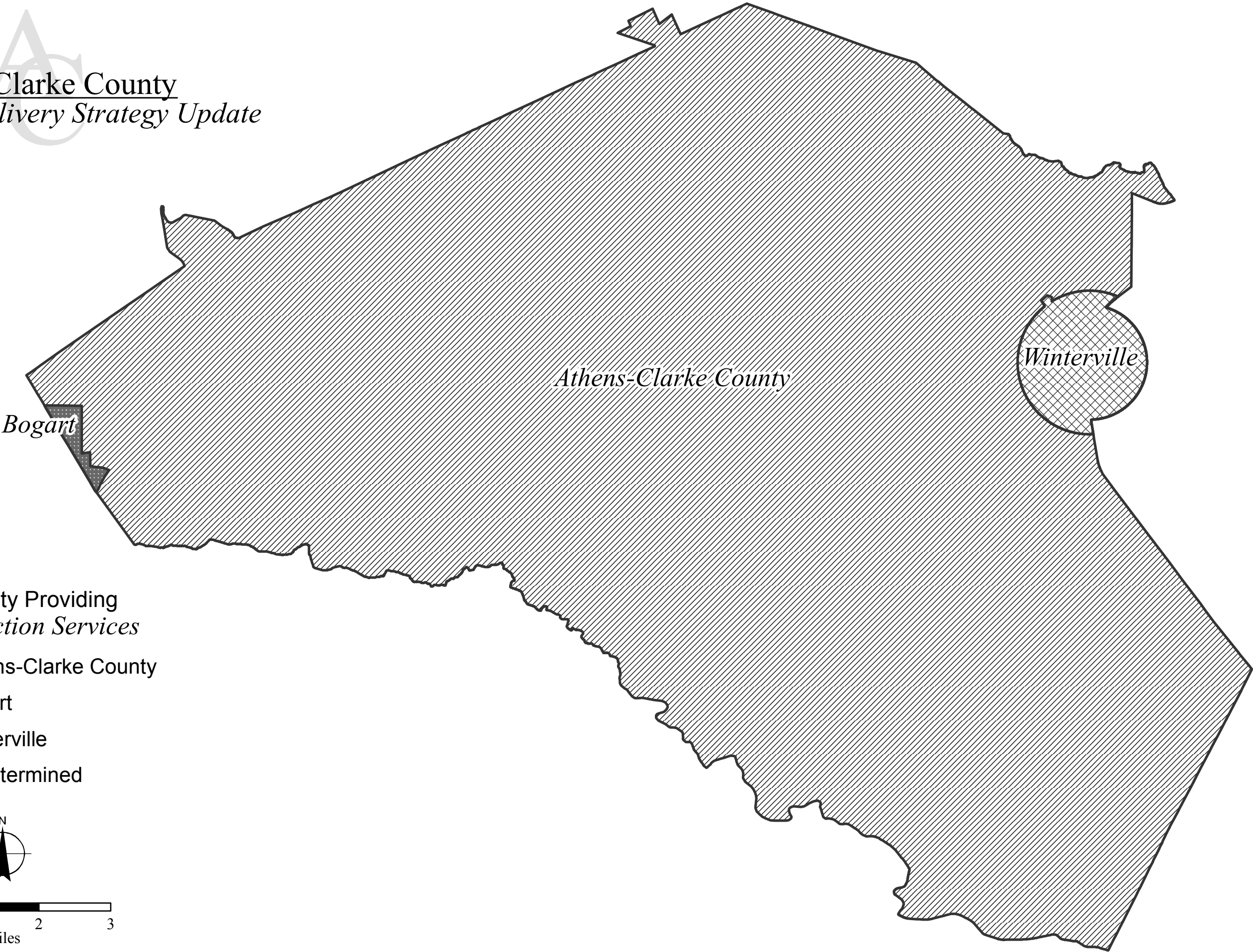
There are several notable new components of the Community Protection Division. Enforcement officers will now have the job title of Code Enforcement Officers. Code Enforcement Officers will report to the Community Protection Division Administrator, a supervisory position assigned to the Building Inspections Department.

The Community Protection Division Administrator will be responsible for maintaining accountability measures and supervision the daily operations of the division with special attention being given to work in targeted areas. Code Enforcement Officers will be organized into two person teams and assigned to specific geographic areas in which they will be responsible for all compliance activities.

To increase efficiency, officers will be cross-trained in all code areas such as zoning, solid waste, housing, enforcement and property maintenance. This training will empower officers to resolve all code issues, saving time by not referring identified violations to other agencies for judicial resolutions.

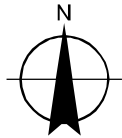
The service could be provided to the City of Winterville and the Town of Bogart at no additional expense, if the same standards as those adopted by Athens-Clarke County were to be adopted by those two communities.

Athens-Clarke County
2018 Service Delivery Strategy Update



Municipalities/County Providing
Community Protection Services

-  Athens-Clarke County
-  Bogart
-  Winterville
-  Undetermined





SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Downtown Development

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

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

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
Athens-Clarke County	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **David Lynn**

Phone number: **706-353-1421** Date completed: 3/8/2017

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:

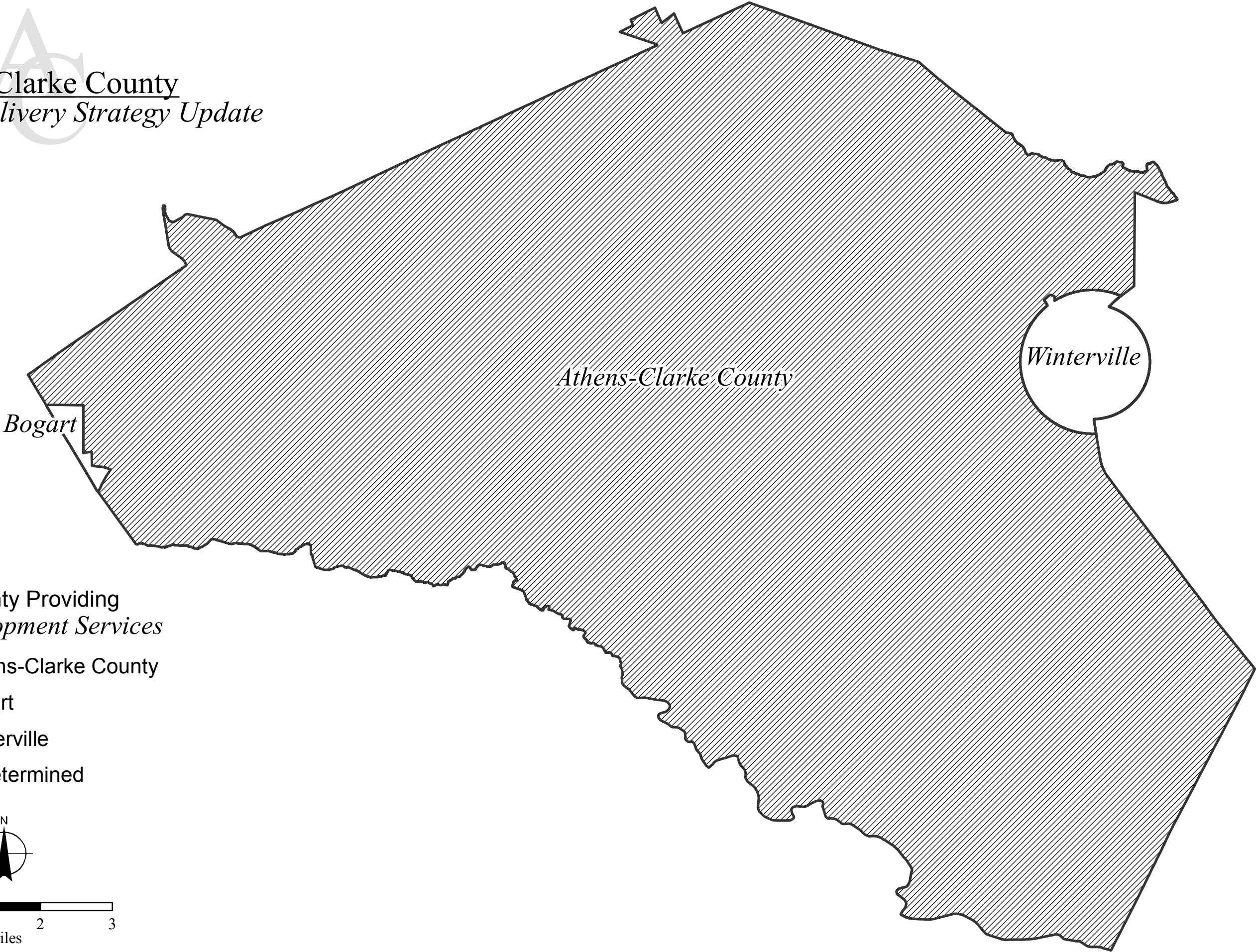
SDS FORM 2, continued

DOWNTOWN DEVELOPMENT

Formed by state legislation in 1977, the Athens Downtown Development Authority (ADDA) administers the revitalization and redevelopment of the Central Business District. Offices are located at 220 College Avenue, Suite 400, in the Fred Building, in Athens. Their phone number is (706)353-1421. The ADDA acts as a liaison between the Athens-Clarke County Government and the downtown business community. The ADDA coordinates planning and implementation of public facilities as well as assisting private investors and individual businesses. The Athens-Clarke County Downtown Development Authority, created in 1995, focuses on the redevelopment of the Downtown East area, a fifty acre "Brownfield" site adjacent to the Central Business District.

The Downtown Athens Business Association (DABA) is an association of merchants and businesses that markets the downtown area to local customers. DABA coordinates advertising and merchandising events and publishes a shopping guide.

Athens-Clarke County
2018 Service Delivery Strategy Update





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:ATHENS-CLARKE

Service:Economic Development

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

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

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
Athens-Clarke County	General Fund, Hotel/Motel Fund

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

Economic Development was previously provided as part of the mission of the Economic Development Foundation. The Foundation was dissolved with the creation of the Economic Development Department, and the Department will now assume the lead role in providing 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?

None

7. Person completing form: **Ryan Moore**

Phone number: **706-613-3233** Date completed: 3/8/2017

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:

SDS FORM 2, continued

ECONOMIC DEVELOPMENT

The Athens-Clarke County Economic Development Department (Department) was established by ordinance of the Athens-Clarke County Mayor and Commission on February 5, 2013.

The Department's mission is to attract, retain, and grow businesses and jobs in Athens-Clarke County and remain an "Open for Business" community.

The Department's purpose is to be the primary point of contact for industries, large commercial developments, site location consultants, and state economic development organizations interested in developing, expanding, or locating new or expanded businesses in Athens-Clarke County.

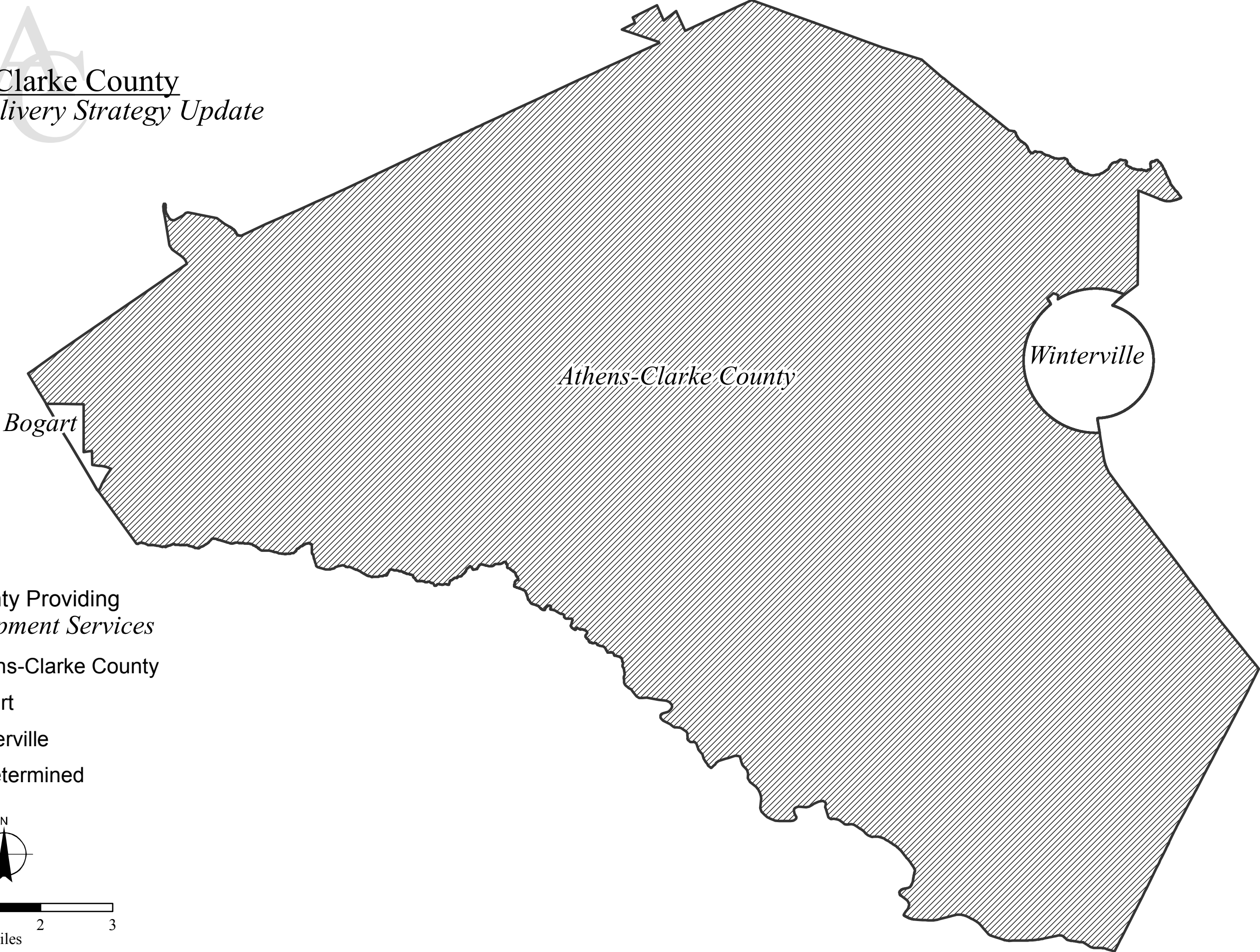
The Department endeavors to attract and establish new business activities that create additional jobs and capital investment in Clarke County, Georgia. As this is a complex and competitive task, the organization is devoted to new business development along with sharing and promoting the numerous economic assets of the area.

The Department also maintains relationships with the many related organizations that play a significant role in the creation and development of new business opportunities. Those relationships include, but are not limited to: Athens Area Chamber of Commerce, Athens Downtown Development Authority, Athens Technical College, the University of Georgia (UGA), UGA Small Business Center, Small Business Administration, Georgia Department of Economic Development, Georgia Power, Georgia EMC, Atlanta Gas Light, CSX Railroad, area business leadership, and others.

Athens-Clarke County is envisioned as a community with a healthy, diversified economy, where businesses can locate, innovate, grow and prosper, where all residents have opportunities for economic prosperity.

Athens-Clarke County will excel in job creation, innovation, entrepreneurship, global business, quality workforce and have a stable and sustainable business friendly environment.

Athens-Clarke County
2018 Service Delivery Strategy Update



Municipalities/County Providing
Economic Development Services

- Athens-Clarke County
- Bogart
- Winterville
- Undetermined



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Municipal Court

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

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

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
Athens-Clarke County	General Fund
City of Winterville	General Fund
Town of Bogart	Not Applicable

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

Contact information and summary description. Athens-Clarke County is not a party to the agreement between the Town of Bogart and Oconee County. No funding source is applicable/identified for this service per the Town of Bogart.

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	ACCUG, City of Winterville	6/17/2011 - Per Agreement
Law Enforcement Serv. Agree.	Town of Bogart, Oconee County	7/1/1986 - Per Agreement

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

None

7. Person completing form: **Ryan Hope**

Phone number: **706-613-3695** Date completed: 3/8/2017

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:

SDS FORM 2, continued

MUNICIPAL COURT

There are approximately 400 municipal courts across the State of Georgia. Municipal courts are limited in their jurisdiction and serve incorporated municipalities, typically handling some State misdemeanors, State traffic, and local ordinance cases. The jurisdiction of these courts is set by a combination of State and local law. The majority of these courts operate part-time with part-time judges and share staff with other governmental agencies, but some courts are busy enough to operate full-time with full-time judges and staff.

Since 2011, State law has required that all new municipal court judges be licensed attorneys. Even prior to this law, Athens-Clarke County's laws required the judge to be a licensed attorney. State law also requires that municipal judges receive 20 hours of training during their first year on the bench and 12 hours of training every subsequent year.

Municipal courts try municipal ordinance violations; issue criminal warrants, search warrants, and inspection warrants; conduct preliminary, bond, warrant application, and motions hearings; prepare records for appealed cases; and the judges of the municipal courts are qualified to perform marriage ceremonies.

By State law, municipal courts are required to report disposition data to the Georgia Crime Information Center, the Department of Driver Services, and the Administrative Office of the Courts. Municipal courts are also required to collect State surcharges on fines imposed in State misdemeanor and traffic cases, and those must be reported and sent to the Georgia Superior Court Clerks' Cooperative Authority. Municipal Courts must collect and report local fines to the local government as designated in each municipality.

There are two municipal courts in operation in Clarke County: the Municipal Court of Athens-Clarke County and the Municipal Court of Winterville. The town of Bogart contracts with Oconee County for municipal court services.

The Municipal Court of Athens-Clarke County operates 8.00 a.m. to 5.00 p.m. Monday through Friday, except on holidays.

The Judge of the Municipal Court of Athens-Clarke County works full-time, and is prohibited from practicing law while serving on the bench.

The Court houses two divisions: the Clerk's Office and the Judge's Office. The Judge serves as the Department Director for the Court, and supervises nine regular staff (eight in the Clerk's Office and one in the Judge's Office).

The Municipal Court of Athens-Clarke County is located on the ground floor of the Clarke County Courthouse at 325 East Washington Street, Athens, Ga. 30601.

The Municipal Court of Athens-Clarke County has jurisdiction over all County ordinance violations; over all State traffic violations, including Driving under the Influence, as set out in the Official Code of Georgia Annotated (O.C.G.A.) Title 40; and over misdemeanor crimes of Theft by Shoplifting, Possession of Less than an Ounce of Marijuana, and Underage Possession of Alcohol, as set out in Chapter 32 of O.C.G.A. Title 36. By local legislation, the Court accepts and maintains Domestic Partnership filings.

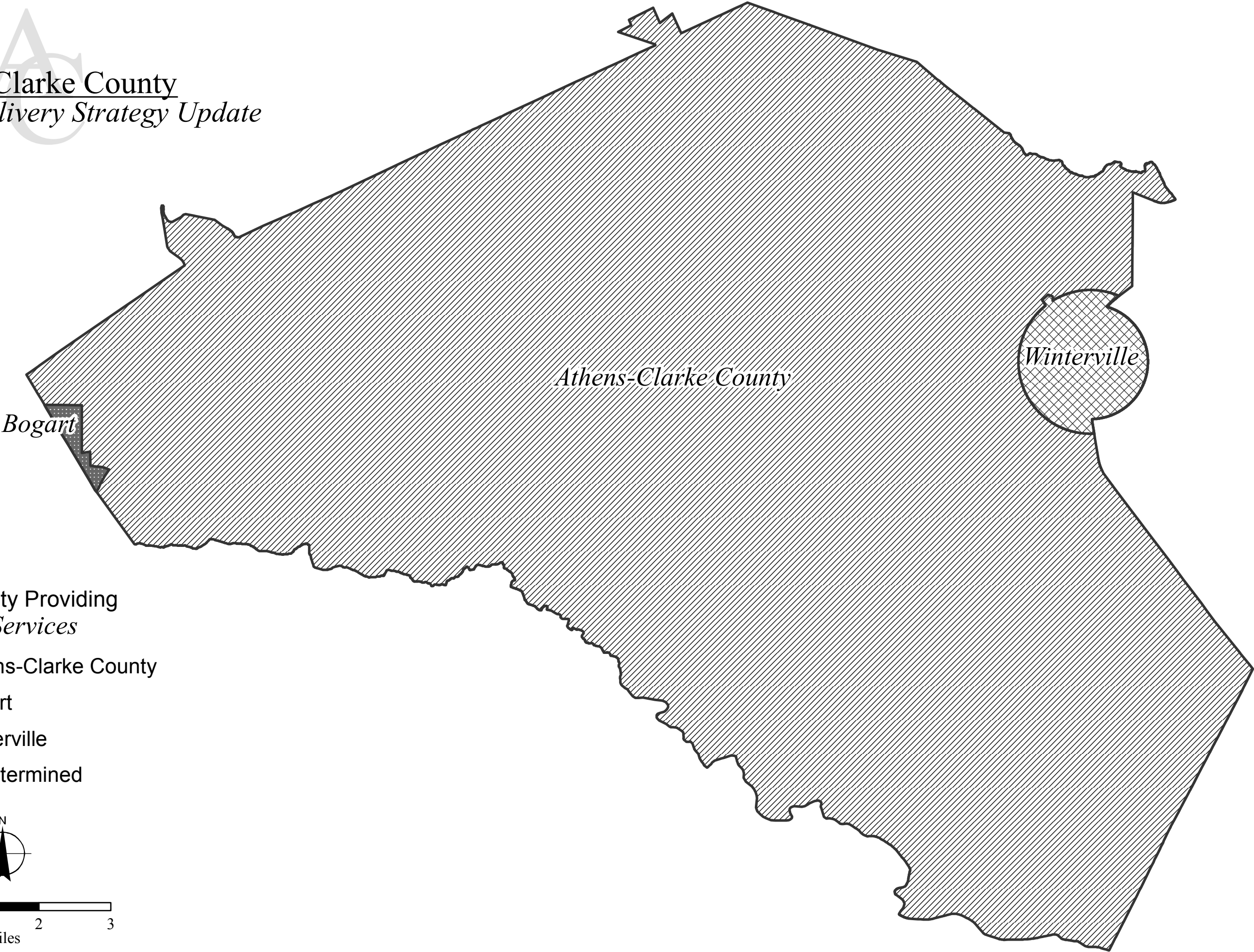
SDS FORM 2, continued

MUNICIPAL COURT

By appointment of the Mayor and Commission, the Judge also serves as the Administrative Hearing Officer for the County, handling a civil docket involving permitting and licensing issues and violations.

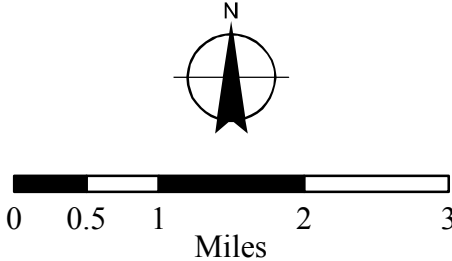
As allowed by State law, the Judge of the Court performs weddings during regular business hours whenever scheduling permits.

Athens-Clarke County
2018 Service Delivery Strategy Update



Municipalities/County Providing
Municipal Court Services

-  Athens-Clarke County
-  Bogart
-  Winterville
-  Undetermined





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Planning

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

- ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
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- ☐ 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.): **Athens-Clarke County, City of Winterville, Town of Bogart**

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
Athens-Clarke County	General Fund, State and Federal Grants
City of Winterville	General Fund
Town of Bogart	General Fund

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

Contact information and summary description.

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
MACORTS MOU	Athens-Clarke Cnty, Madison Cnty, Oconee Cnty	6/12/2013 - Per Agreement

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

None

7. Person completing form: **Brad Griffin**

Phone number: **706-613-3515** Date completed: 3/8/2017

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:

SDS FORM 2, continued

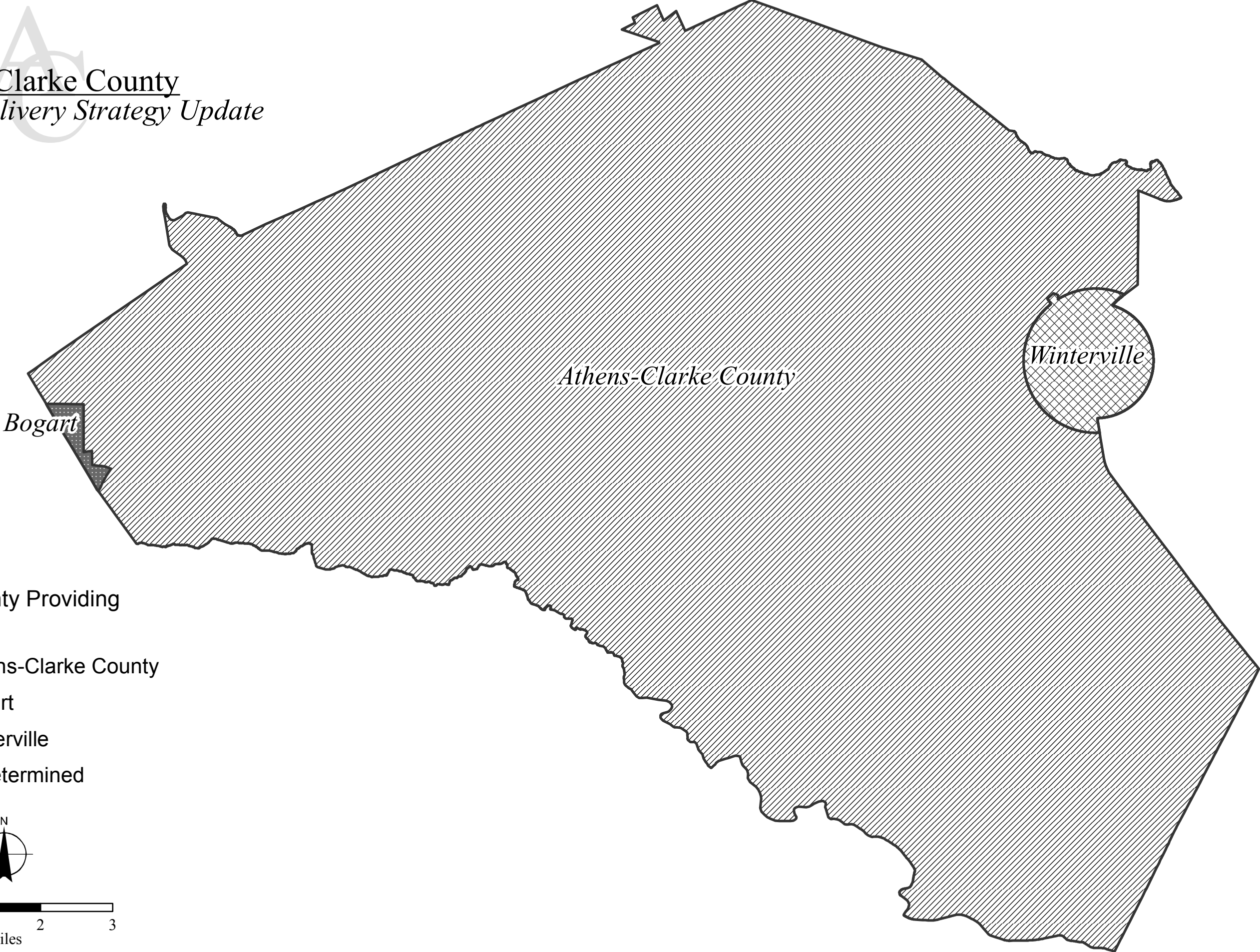
PLANNING

The Athens-Clarke County Planning Department provides service to Athens-Clarke County as well as housing MACORTS, the regional transportation planning system. The City of Winterville provides its own planning and zoning commission. Planning and zoning for the portion of the Town of Bogart located within Clarke County is under the jurisdiction of the Town of Bogart.

The mission of the Athens-Clarke County Planning Department is to effectively manage community change in both the short and the long term with regard to land use, transportation, historic preservation and overall development so that a positive environment, that is productive and beneficial to all citizens of Athens-Clarke County, is obtained. The tools used in achieving this mission include the Comprehensive Plan, the Zoning Ordinance, Subdivision Regulations, Flood Protection Ordinance, Street Numbering Ordinance, Historic Preservation Ordinance, Sign Ordinance, the Transportation Improvement Plan (TIP) developed in conjunction with the Madison Athens-Clarke Oconee Transportation Study (MACORTS), and the Athens-Clarke County Geographical Information System (GIS). The Planning Department is located at 120 Dougherty Street, Athens and may be contacted by telephone at (706) 613-3515.

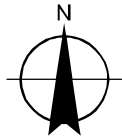
The City of Winterville holds jurisdiction over its own zoning ordinance and maintains a Planning and Zoning Commission which has final authority on subdivision and variance requests and makes recommendations on zoning requests to the Winterville City Council. The Winterville City Council makes the final decision in zoning matters. When appropriate, the Athens-Clarke County Planning Department and the City of Winterville work with one another and share information.

Athens-Clarke County
2018 Service Delivery Strategy Update



Municipalities/County Providing
Planning Services

-  Athens-Clarke County
-  Bogart
-  Winterville
-  Undetermined





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:ATHENS-CLARKE

Service:Public Transit

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.): **Athens-Clarke County**

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
Athens-Clarke County	General Fund
Transit Department	Fare and Advertising Revenues
GA DOT	10% match on Capital contracts
Federal Transit Administration	80% match on Capital contracts and 50% match on Operating contracts

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

Contact information and summary description.

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
Operating and Capital	Athens-Clarke County, GA DOT, Federal Transit Admin.	3/6/2014 - Annually Reviewed

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?

This is a Federal Transit Administration apportionment and grant program. The department applies for Operating and Capital Assistance annually, funding received is calculated through the FTA's 5307 program and usually appropriated annually by the US Congress.

7. Person completing form: **Butch McDuffie**

Phone number: **706-613-3913** Date completed: 3/8/2017

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:

SDS FORM 2, continued

PUBLIC TRANSIT

Public Transit - Demand Response

The Americans with Disabilities act of 1990 requires that public entities which provide fixed route public transportation service must also offer "comparable" paratransit service to individuals with disabilities who are unable to use the fixed route system.

The Athens Transit System operates "The Lift", a service that operates on a one mile radius of the fixed route system. Eligibility is based on mobility impairments and an application must be filled out before requesting use of "The Lift."

Reservations for "The Lift" must be made at least one day in advance by calling (706) 613-3435. Passengers are required to adhere to rules and regulations comparable to those found on the fixed route system. "The Lift" also accommodates the need for escorts and guests.

"The Lift" charges a fee and offers a subscription service to those individuals who frequently use the system.

SDS FORM 2, continued

PUBLIC TRANSIT

Public Transit – General

The Athens Transit System (ATS) is the public transportation provider in Athens-Clarke County. The mission of the Athens Transit System is to provide safe, affordable, and convenient transportation to the citizens of Athens-Clarke County. The Athens-Clarke County Multimodal Transportation Center is located at 775 East Broad Street, can be reached by telephone at (706) 613-3430, and serves as the primary transit hub of the community. The Athens Transit Operations and Maintenance Facility is located at 325 Pound Street and can be reached by telephone at (706) 613-3434.

There are approximately 500 bus stops throughout Athens-Clarke County with over 100 bus shelters, 250 benches and trash cans.

Services are generally provided between the hours of 6:00 AM and 10:00PM, 7 days a week.

Public Transit Services Delivered:

“The Bus” the fixed-route bus service on 19 routes with 31 accessible transit buses, has an annual ridership of approximately 1.8 million to 2 million riders, with average daily ridership between 8500-9000 riders on 24 peak service buses, during UGA Fall/Spring semesters. Summer average daily ridership is approximately 3000-3500 riders on 16 buses.

“The Lift” a ‘curb to curb’ paratransit service is offered within one-mile of the fixed-route service, with 3 assessable vans, and monthly ridership is approximately 1100 riders.

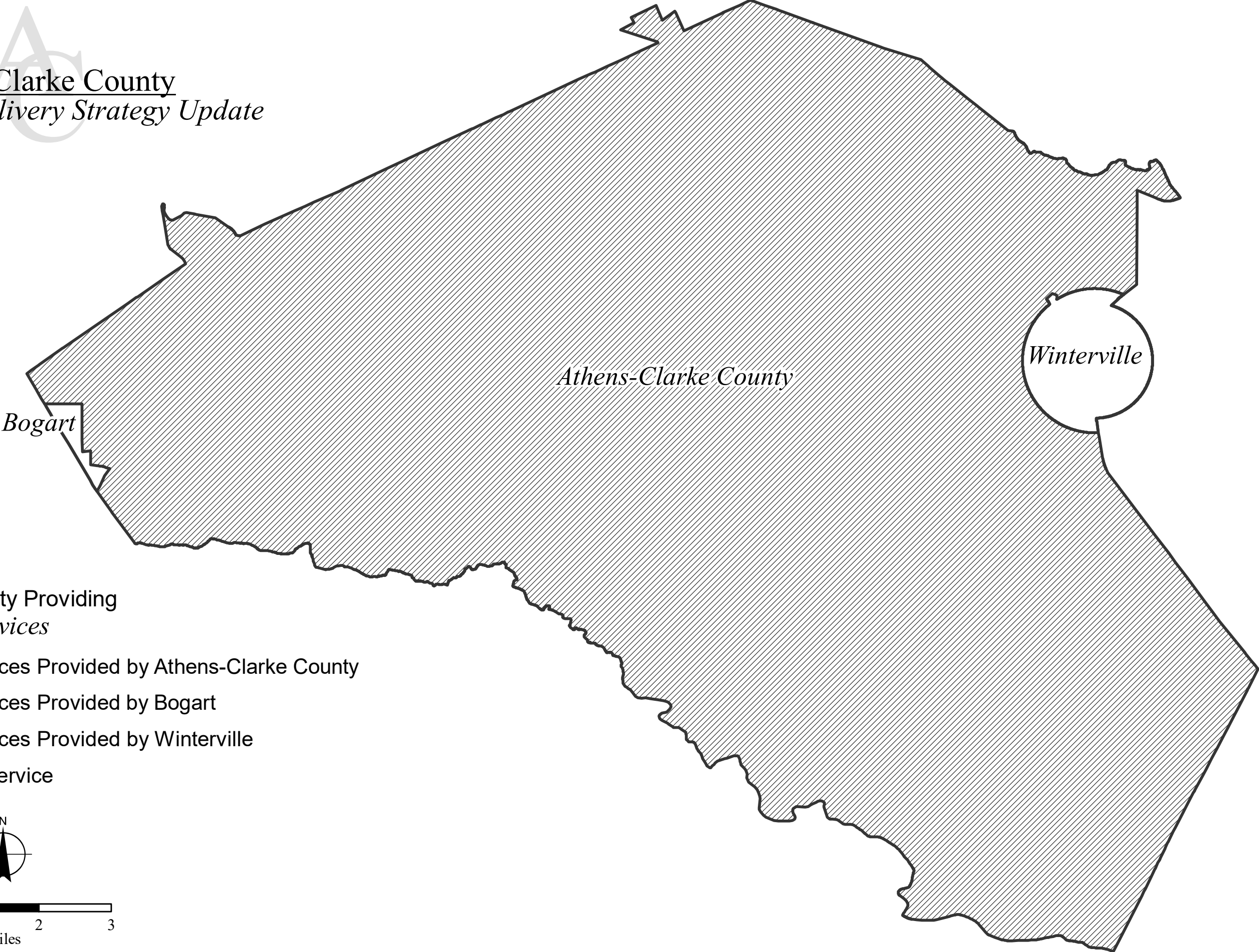
Operations Division has 70 plus employees providing over 75,000 hours of public transit services annually on the two modes of transit.

Maintenance Division has 15 employees responsible for the daily maintenance, repair, parts acquisition, and servicing of over 30 transit vehicles and support vehicles which operate in excess of 770,000 miles per year.

Administration Division has 4 employees which provide leadership, management, transit planning, and administrative support to the Operations and Maintenance divisions.

The Athens Transit System (ATS) provides football shuttles during The University of Georgia's football season. The largest volume of traffic served by ATS is to the University of Georgia student population.

Athens-Clarke County
2018 Service Delivery Strategy Update





SERVICE DELIVERY STRATEGY

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COUNTY:ATHENS-CLARKE

Service:Solid Waste - Residential Collection

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

- ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
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- ☐ 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.): **Athens-Clarke County and the Town of Bogart.**

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
Athens-Clarke County	Enterprise Fund
City of Winterville	General Fund
Town of Bogart	General Fund

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

Contact information and summary description.

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?

None

7. Person completing form: **Suki Janssen**

Phone number: **706-613-3501** Date completed: 3/8/2017

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:

SDS FORM 2, continued

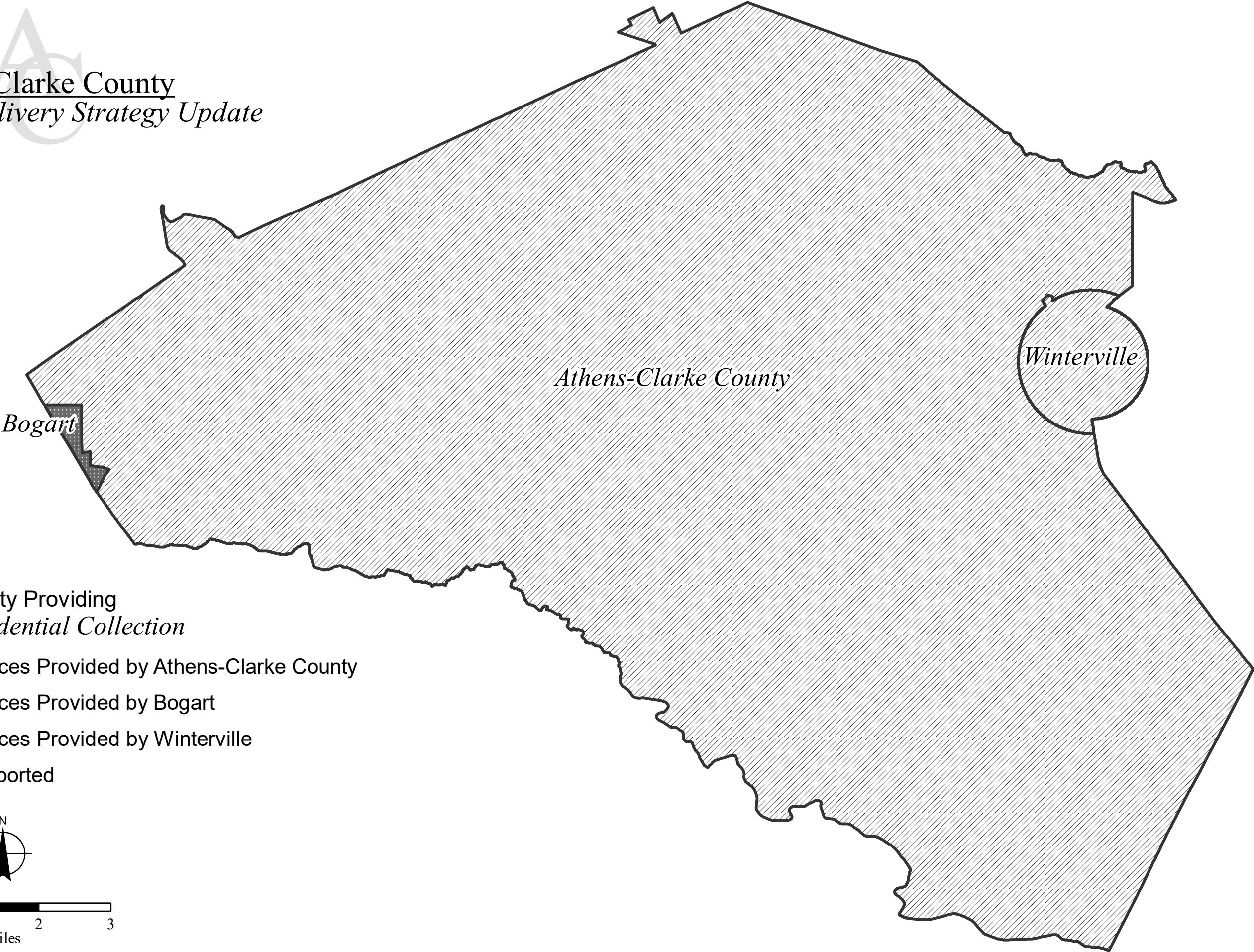
SOLID WASTE – RESIDENTIAL COLLECTION

The Athens-Clarke County Solid Waste Department is a volume-based residential service to all residents who live within the County's Urban Service District. Those located outside the Urban Service District, within the General Service District and the City Winterville utilize private haulers. The Town of Bogart collects its own residential waste and takes it to the Barrow County landfill, and they collect their own recyclables and take them to the Athens-Clarke County Recovered Material Processing Facility. This service is paid for out of city taxes.

The Athens-Clarke County Solid Waste Department located at 725 Hancock Industrial Way and may be contact by telephone at (706) 613-3501, currently provides garbage collection and recycling services to approximately 9,572 residential customers in the Urban Service District (USD) which is the former city limits of Athens. There are approximately 9,261 curbside and 291 backyard customers.

Several private haulers are authorized to operate in Athens-Clarke County. The Athens-Clarke County Solid Waste Department oversees the private haulers through franchise agreements. For outside the former city limits of Athens, in the General Services District (GSD), customers will need to contact a private hauler for garbage and recycling services.

Athens-Clarke County
2018 Service Delivery Strategy Update





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:ATHENS-CLARKE

Service:Tax Collection

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

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

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

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

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

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

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
Athens-Clarke County	General Fund
City of Winterville	General Fund
Town of Bogart	General Fund

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

Contact information and summary description.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Tax Service Agreement	Athens-Clarke County; City of Winterville	1/15/2013 - Per Agreement

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

None

7. Person completing form: **Toni Meadow**

Phone number: **(706) 613-3120** Date completed: 3/8/2017

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:

SDS FORM 2, continued

TAX COLLECTION

The overall goal of the Office of the Tax Commissioner is to provide effective and accountable tax administration to the citizens of Athens-Clarke County in a fair and courteous manner.

The Office of the Athens-Clarke County Tax Commissioner is responsible for submission of the Athens-Clarke County tax digest to the State Revenue Commissioner and collection of taxes for distribution to the levying and recommending authorities.

The Property Tax Division is involved in the preparation of the digest, collection of ad valorem tax on real and personal property and distribution of these collections to the appropriate authorities as well as final audit of these transactions.

The Delinquent Tax Division's mission is to maximize collection of ad valorem tax by working with taxpayers that are delinquent in their tax payments and by maintaining an ongoing collection program. Any delinquent taxes that remain after collection attempts have been exhausted will be collected using levying procedures set forth in the Official Code of Georgia.

The Motor Vehicle Division provides the following services:

1. Registers and titles vehicles and mobile homes and collects and disburses related taxes and fees
2. Advise taxpayers of legal means of transferring vehicle ownership and proper registration and titling procedures
3. Issuing both temporary and permanent disabled hanging placards
4. Collection of fines imposed by the State for lapse of insurance coverage on registered vehicles
5. Collection of applicable sales tax

The Athens-Clarke County Government receives a commission from the Clarke County Board of Education (BOE) for collecting taxes on their behalf. The City of Winterville has contracted with Athens-Clarke County and the Tax Commissioner to bill and collect taxes on their behalf. There are approximately 750 tax bills which the Tax Commissioner collects for Winterville. The Town of Bogart bills and collects property taxes on their own.

Taxes on mobile homes and motor vehicles located within the City of Winterville and Town of Bogart are collected by the Athens-Clarke County Tax Commissioner. As defined in Georgia law the Athens-Clarke County Government receives a commission from both the City of Winterville and Town of Bogart for collecting motor vehicle and mobile home taxes. The remainder is then distributed to the appropriate municipality.

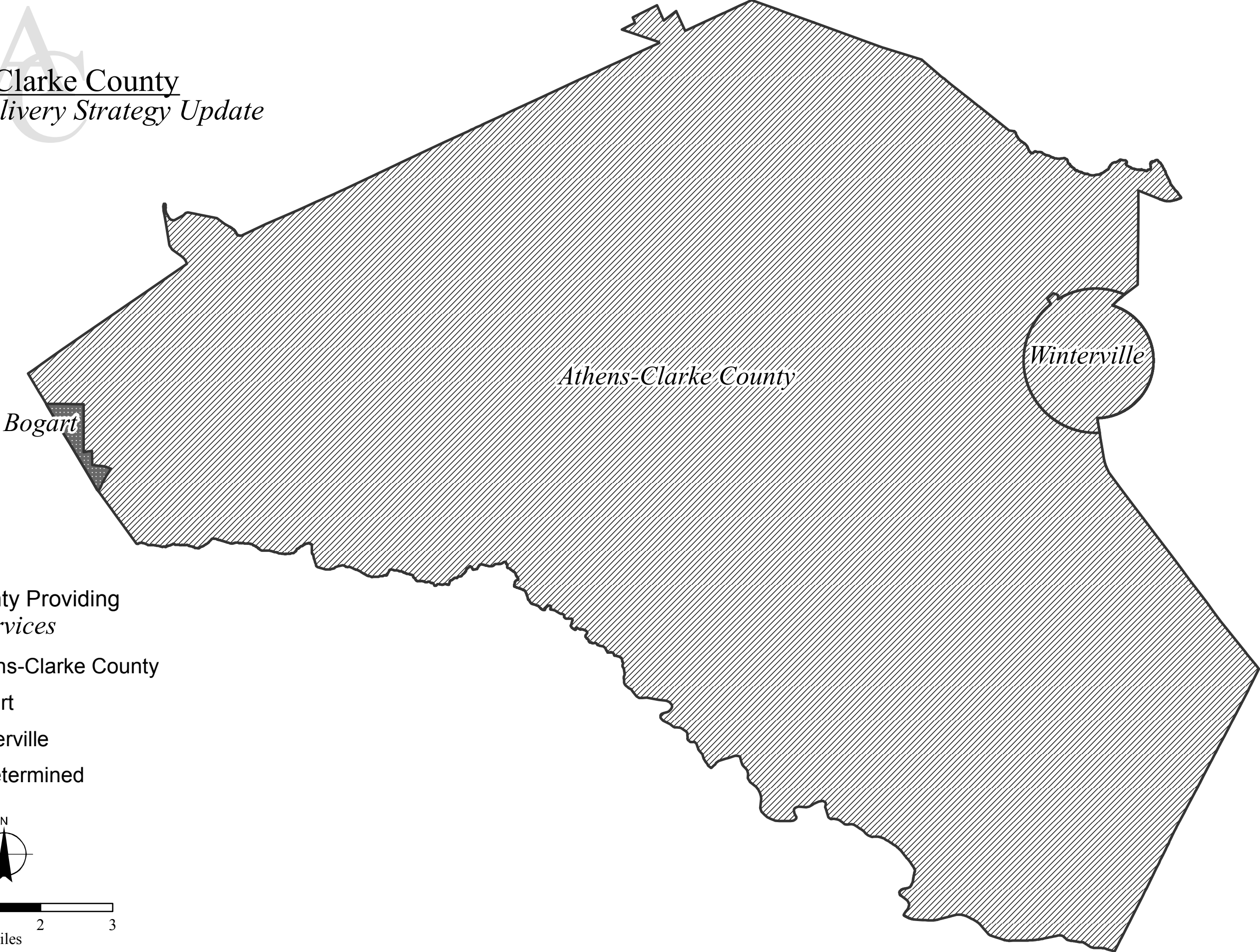
The Athens Clarke County Tax Commissioner's office processes homestead exemptions and property tax returns for real property. Real property is land and generally any structure that is erected or affixed to the land. The Board of Tax Assessor's office handles returns for Freeport exemptions, personal property and business personal property. Business personal property includes furniture, fixtures, equipment, supplies and inventory of a business and personal property includes boats and aircraft.

SDS FORM 2, continued

TAX COLLECTION

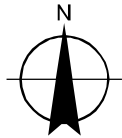
The Tax Commissioner's Property Tax office may be contacted by telephone at (706) 613-3120. The Tax Commissioner's Tag Office may be contacted by telephone at (706) 613-3130. The Tax Commissioner's Administration Location is in the Athens-Clarke County Courthouse at 325 East Washington Street, Suite 250, Athens. The Tax Commissioner's Tag Office is located at 3025 Lexington Road, Athens.

Athens-Clarke County
2018 Service Delivery Strategy Update



Municipalities/County Providing
Tax Collection Services

-  Athens-Clarke County
-  Bogart
-  Winterville
-  Undetermined





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:ATHENS-CLARKE

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

None

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

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

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

N/A

NOTE:

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The Athens-Clarke County Public Utilities Department recently completed an update to its Utility Service Delivery Plan, which outlines water and sewer service(s) throughout the county, including portions of the City of Winterville, Town of Bogart, as well as areas within Oconee County. Please see the attached Summary of Service Delivery Arrangements for both water supply and wastewater for more details, in addition to contract arrangements. Policies and procedures are also stated within this Utility Service Delivery Plan to address future demands in cooperation with land use plans and ordinances.

4. Person completing form: **Brad Griffin**

Phone number: **706-613-3515** Date completed: 3/8/2017

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:



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: ATHENS-CLARKE

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>ATHENS-CLARKE COUNTY</u>	Mayor	Nancy Denson		4/13/18
<u>TOWN OF BOGART</u>	Mayor	Terri Glenn		3/12/18
<u>CITY OF WINTERVILLE</u>	Mayor	Dodd Ferrelle		4/10/18

APPENDIX

FOR

REVISED OR ADDED SERVICES

AGREEMENTS/CONTRACTS

Winterville, City of
11/2006

STATE OF GEORGIA,
ATHENS-CLARKE COUNTY.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of the 28 day of November, 2006, by and between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia ("Athens-Clarke County"), and the City of Winterville, a Georgia municipal corporation (the "City"),

WITNESSETH:

WHEREAS, the Charter of the Unified Government of Athens-Clarke County Section 1-105, entitled "Taxing Districts," Paragraph (a) provides in pertinent part that the "general services district shall consist of the total area of Clarke County and shall include the area of the City of Winterville wherein all services provided in the general services area of Athens-Clarke County shall be made available to the citizens of the City of Winterville at the same rate such services are provided all citizens of the general services area pursuant to a contract executed between the governments of the City of Winterville and Athens-Clarke County for the amount of \$1.00 for a period not to exceed fifty (50) years, as provided in article IX, section III, paragraph I of the Constitution of the State of Georgia"; and

WHEREAS, the Master Service Delivery Agreement adopted by the Commission of Athens-Clarke County and by the City of Winterville pursuant to O.C.G.A. § 36-70-20 et seq., as amended, provides that the service of building inspection is one that shall be provided county-wide by Athens-Clarke County and heretofore has been provided on a limited basis to the City of Winterville for plumbing inspections where Athens-Clarke County water service is used; and

WHEREAS, except for the limited plumbing inspections provided by Athens-Clarke County as described hereinabove, the City has heretofore exclusively provided building inspection services to its citizens; and

WHEREAS, the City desires to discontinue building inspection services provided by the City, and the City has requested that Athens-Clarke County provide comprehensive building inspection services for the City pursuant to the Charter of the Unified Government of Athens-Clarke County and the Master Service Delivery Agreement between the parties; and

WHEREAS, the Master Service Delivery Agreement adopted by the Commission of Athens-Clarke County and by the City of Winterville pursuant to O.C.G.A. § 36-70-20 et seq., as amended, provides that the service of fire inspection by the Athens-Clarke County fire marshal is one that shall be provided county-wide by Athens-Clarke County and heretofore has been provided on a limited basis to the City of Winterville for fire inspections only as advisory inspections when specifically requested; and

WHEREAS, except for the limited fire inspections provided by Athens-Clarke County as described hereinabove, the City has heretofore exclusively provided fire inspection services to its citizens; and

WHEREAS, the City desires to discontinue fire inspection services provided by the City, and the City has requested that Athens-Clarke County provide comprehensive fire inspection services for the City pursuant to the Charter of the Unified Government of Athens-Clarke County and the Master Service Delivery Agreement between the parties; and

WHEREAS, Athens-Clarke County and the City agree that it is in the best interest of the citizens of the City that the services of building inspections and fire inspections be provided to the City by Athens-Clarke County;

NOW, THEREFORE, for and in consideration of the amount of one dollar and other mutual promises and benefits accruing to each of the parties hereto, the parties hereto mutually agree as follows:

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

(a) The City of Winterville is a municipal corporation as defined by statutory law and judicial interpretation that is a qualified municipality pursuant to the provisions of O.C.G.A. § 48-8-110(4) that has validly adopted a resolution to authorize it to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 et seq.

(b) The Unified Government of Athens-Clarke County is a consolidated government, as contemplated by O.C.G.A. § 48-8-111.1, a body corporate and politic and a political subdivision of the state of Georgia that has validly adopted a resolution to authorize it to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 et seq.

Section 2. Conditions Precedent. The obligations of this Agreement are conditioned upon the following events:

(a) The adoption of a Resolution by the Mayor and Commission of Athens-Clarke County authorizing the execution of this intergovernmental agreement by the Mayor of Athens-Clarke County and any other necessary documents related thereto.

(b) The adoption of a Resolution by the Mayor and Council of the City of Winterville authorizing the execution of this intergovernmental agreement by the Mayor of Winterville and any other necessary documents related thereto, including but not limited to the adoption of Chapter 3-7, entitled "Fire," Chapter 7-1, entitled "Building Regulations," and Chapter 7-5, entitled "Application of Codes to Existing Historic or Landmark Museum Buildings," of the Code of Athens-Clarke County and all State of Georgia building codes and fire codes referenced therein, as amended from time to time, excluding the International Property Maintenance Code, and the adoption of the "Athens-Clarke County Department of Building Permits and Inspection Policy and/or Procedure Statement for the City of Winterville," attached hereto as Exhibit A (the "Policy/Procedure Statement").

(c) As related to the service of fire inspections, a condition precedent to the provision of this service by Athens-Clarke County is approval by the Georgia State Insurance and Safety Fire Commissioner ("State Commissioner") of a written request from the City to the State Commissioner for approval of the transfer of enforcement responsibility from the state to Athens-Clarke County.

Section 3. Building Inspection and Fire Inspection Applications and Building Inspection and Fire Inspection Permit Fees. All building inspection applications for building inspections to be performed under this Agreement shall be made to the Athens-Clarke County Building Permits and Inspection Department in Athens, Georgia. All fire inspection applications for fire inspections to be performed under this Agreement shall be made to the Athens-Clarke County Fire Marshal in Athens, Georgia. All building inspection fees and fire inspection fees charged by Athens-Clarke County for performance of building inspections and fire inspections for the City of Winterville under this Agreement shall be set by, collected by, paid to, and retained by the Unified Government of Athens-Clarke County to cover the costs of the delivery of building inspection and fire inspection services provided hereunder.

Section 4. Term of Agreement; Effective Date. The term of this Agreement shall be for 50 years from the date of this Agreement unless either party gives 60-day notice in writing of termination of this Agreement with notice to be given as provided in Section 10 below prior to the end of the term. Termination shall be in the sole discretion of either party. The Agreement may be amended in writing by mutual agreement between the parties. The effective date for the provisions of services and any transition provisions for the provision of services are more specifically described in the Policy/Procedure Statement. The effective date for provision of fire services is dependent upon the date of the State Commissioner's approval.

Section 5. Records. Athens-Clarke County and the City each shall maintain written records of their respective responsibilities under this Agreement as required by the state records retention law.

Section 6. Noncompliance by Parties. In the event that the City shall fail to comply with the requirements of this Agreement or Georgia law, Athens-Clarke County shall have no liability for such noncompliance. In the event that Athens-Clarke County shall fail to comply with the requirements of this Agreement or Georgia law, the City shall have no liability for such noncompliance. Tort liability for either party performing under this Agreement shall be as provided by Georgia law.

Section 7. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 10. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Athens-Clarke County – Mayor of Athens-Clarke County, P.O. Box 1868, Athens, Georgia 30603

(b) Winterville – Mayor of the City of Winterville, Georgia, P.O. Box 306, Winterville, Georgia 30683

All notices shall be sent to the successors in office to any of the foregoing. Furthermore each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

BY: Heidi Davison
Heidi Davison, Mayor

ATTEST: Gloria J. Spratlin
Gloria J. Spratlin, Clerk of Commission

[SEAL]

CITY OF WINTERVILLE, GEORGIA

BY: James C. Mercer, Jr.
James C. Mercer, Jr., Mayor

ATTEST: Gael Williams
Gael Williams, Clerk

[SEAL]

Department of Building Permits and Inspection
Unified Government of Athens-Clarke County

I. **Policy Subject:** Building Permits and Inspection Policy and/or Procedure Statement for the City of Winterville

II. **Policy / Procedures #BID-003**

III. **Policy Statement:**

The Unified Government of Athens-Clarke County ("Athens-Clarke County") shall provide the building and fire code safety inspection services described herein within the City of Winterville ("City") in accordance with this Policy and Procedure Statement and applicable law and ordinance. The City of Winterville specifically retains authority and responsibility with respect to other municipal services including but not limited to planning and zoning, issuance of land disturbing activity permits, enforcement of applicable erosion and sedimentation laws and ordinances, subdivision regulation and enforcement, floodplain management and driveway regulation and permitting (the "City's Responsibility"). Athens-Clarke County shall have no authority or responsibility with respect to any matters or activities within the City's Responsibility.

IV. **Definitions:**

1. Certificate of Occupancy - Certificate issued upon satisfactory completion of construction of a building or structure, in accordance with the technical codes, local ordinances, approved plans and specifications.
2. Temporary/Partial Occupancy - Certificate issued for a portion or portions of a building that may safely be occupied prior to final completion of the building.

The certificate will be issued by the Building Inspection Department for up to thirty (30) days. Up to two (2) thirty day extensions may be granted at the discretion of the Building Official. A list of corrections must be given with the temporary/partial certificate of occupancy.

3. Certificate of Completion - Certificate issued as proof that a structure or system is complete and for certain types of permits is released for use. This certificate does not grant authority to occupy a building such as a shell building, prior to the issuance of a certificate of occupancy.
4. Residential - The use of a building or structure or any portion thereof, for sleeping accommodation. Examples would be one and two family dwellings, apartment complexes, boarding houses, hotels, motels, fraternities, and sororities. This would not include such sleeping facilities as jails, detention centers, correctional institutions, hospitals, etc.
5. Non-Residential Buildings and Structures

- a. Mercantile - The use of a building or any portion thereof for the display of merchandise including stocks of goods, wares or merchandise incidental to such purposes and accessible to the public.

Examples: Retail stores, shopping centers, department and drug stores (See Georgia State Minimum Standard Code for total listing).

- b. Business - The use of a building or structure or any portions thereof for offices, professional or service type transactions including normal accessory storage and keeping of records and accounts. Example: Banks, auto dealerships, barber and beauty shops, laundries, general post offices, florists and nurseries, office buildings (See Georgia State Minimum Standard Code for total listing).
- c. Other Uses - See Georgia State Minimum Standard Code for other occupancies and use categories. Example: Assembly, Educational, Factory, Industrial, Hazardous, Institutional.

V. Permit Application Process:

As part of an application for a building permit for a project located within the City of Winterville the following must be presented to the Athens-Clarke County Building Official:

- a) A document signed by the Municipal Clerk of Winterville or official designee verifying compliance with City of Winterville zoning rules and regulations for the proposed project
- b) Approval for an on-site sewage disposal system (septic tank) from the Clarke County Health Department where applicable
- c) Building dimensions in square feet of the proposed structure(s)
- d) Estimated costs for the proposed construction project
- e) Payment of permit fees in the amount determined by the Building Official based on the adopted construction valuation charts and associated fee schedules
- f) Other documents that may be determined appropriate and necessary by the Building Official in order to verify compliance with rules and regulations enacted by the City of Winterville and/or the Unified Government of Athens-Clarke County

VI. Construction Phase Inspections:

A. Inspection Types:

1. Foundation/Slab/Poured Wall Inspection - To be made after all excavations, forms, grade stakes, reinforcing steel, plumbing, vapor barriers, and perimeter insulation has been installed
2. Temporary Electrical Service - This inspection is performed to provide temporary electrical power for construction. Most often the temporary service will be installed on a pole near the utility transformer. In rare instances, temporary power will be connected to a structure during the construction or renovation of that structure when the Building Official is satisfied that the installation is safe and that the safety of persons on-site can be guaranteed to a reasonable extent.
3. Rough-in Inspections - To be made only after all structural work, fire blocking, deadwood, bracing, plumbing, electrical wiring, chimneys and

heating/air conditioning ducts, gas piping with pressure test, and vents are installed.

4. Weatherproofing inspection – To be made once the exterior walls of the building have been covered as required by a code complying weatherproof barrier (house-wrap). The inspection must be done before the installation of the permanent siding, brick, or stone.
5. Permanent Service Electrical Inspection - This inspection shall not be misconstrued as a final inspection. The permanent service only inspection is provided so as to allow the project to transition from the framing phase of construction to the final phase. To qualify for the inspection, all electrical conductor terminations shall be made safe and the building shall be secure in that all doors and windows shall have locks. The electrical system must be properly connected and grounded and all panel feeders must be complete.
6. Mechanical Start-up Inspection - This inspection is provided to allow the installation of the gas meter. Life Safety is the leading reason for this inspection. The gas line may have passed inspection for sizing and leaks but no meter should be installed until the project has been inspected for proper vent sizing, combustion air, clearances, and equipment installation.
7. Sewer Line Inspection – To be made once the excavation has been made and the sewer pipe installed and connected to the building drain and to the sewer utility stub.

B: Procedure for Requesting Inspections:

1. Information Needed:
 - a. Street Address
 - b. Lot and Block Number and Subdivision
 - c. Builder's or requestor's name and phone number
 - d. Type of inspection
 - e. Special Instructions – i.e. location of key, partial inspection, reinspection, or directions to project
 - f. Time that the inspection will be ready. Requested time is not an appointment time
 - g. If for electrical service, name of the applicant and power company
2. Inspection Time Frame:

When inspections are ultimately made depends on:

 - a. The workload
 - b. The number of inspectors available
 - c. Weather conditions. Foundations / Slabs do receive priority over other inspections.
 - d. Final certificate of occupancy inspection will be completed within five (5) working days from date contractor states that the building is ready for inspection.
3. Who May Request Inspections:
 - a. Commercial Projects:
 1. General Contractors
 2. Subcontractors for work they have permitted
 - b. One and Two Family and Multifamily Projects:

We ask that all rough-in and final inspections be coordinated through the general contractor. For residential construction, the installation of systems such as electrical wiring, HVAC ductwork, gas piping, and plumbing piping must be complete before any rough-in framing inspections will be conducted. For final inspections, one cross-trained inspector will typically be sent to inspect the project. This inspection process should allow the general contractor to schedule and coordinate more efficiently with the Inspection Department.

VII. Certificate of Occupancy and/or Certificate of Completion Inspections:

- A. A Certificate of Occupancy is typically issued for new buildings, newly completed tenant spaces, and where there has been a change in occupancy classification for the effected building or tenant space during a renovation project.
- B. A Certificate of Completion is typically issued where a change of use has not occurred, for partial renovations of buildings and tenant spaces, for manufactured homes, and for general repairs to structures. The ACC Building Official shall retain the discretion as to which type of certificate is to be issued.
- C. A Certificate of Occupancy and/or Certificate of Completion is based upon the following inspections as determined by the ACC Building Official.
 - 1. Building Final Inspection - To be made only after the building is completed and ready for Occupancy. If necessary changes, corrections, or other actions are needed and have not been made or acted upon (ex. Letter or phone call informing Building Inspections of status of job) after ten (10) days notice, the Director shall then refuse to issue any more permits for other projects until such changes or corrections have been made.
 - 2. Cross Connection Final - Inspection of Back Flow Preventer and vault installation. The Cross Connection Inspector must receive the certified test results of the Back Flow Device before a Certificate of Occupancy can be issued. The Athens Clarke County Public Utilities Department will make inspections.
 - 3. Zoning Final - Final written approval for zoning compliance must be given by the Municipal Clerk of the City of Winterville or official designee. This written notice of approval must be provided to the Building Official of Athens-Clarke County before a Certificate of Occupancy or Certificate of Completion will be issued.
 - 4. Fire Department - Please notify the Fire Marshal for 80% and 100% inspections. Fire safety inspection and plan review will be conducted by either the State of Georgia Fire Marshal's office or by the Athens-Clarke County Fire Marshal's office depending upon jurisdiction.
 - 5. There is a prerequisite to the issuance of the Certificate of Occupancy or Certificate of Completion that all required inspections must have been requested, must have been conducted, and must have been approved.
 - 6. Other or partial inspections may be required due to the complexity or size of the

project.

Note #1: Occupancy occurring prior to issuance of a Certificate of Occupancy, Temporary Certificate of Occupancy, or Certificate of Completion is an offense punishable as provided for by the Code of Athens-Clarke County.

Note #2: For clarification of any permitting and inspection procedure and/or policy listed in this document, please contact the Athens-Clarke County Permits and Inspection Department at (706) 613-3520.

- VIII. Any and all exceptions to this policy must be approved by: 1) Director of Building Permits and Inspection Dept., 2) The Athens-Clarke County Manager, or 3) The Athens-Clarke County Mayor and Commission.

IX. Recommended By Douglas E. Hefner Date October 10, 2006

Director, Athens-Clarke County Building Permits
And Inspections Department

Approved By W. Alan Reddick Date 11-28-2006

Athens-Clarke County Manager/~~Deputy~~ Manager

Approved By Heidi Davison Date 11-28-2006

Heidi Davison, Mayor, Athens-Clarke County

Approved By James C. Mercer, Jr. Date 11-17-06

Jim C. Mercer, Jr., Mayor, City of Winterville

Effective Date: 11-28-2006



December 6, 2006

Mayor Jim Mercer
City of Winterville
P.O. Box 306
Winterville, GA 30683

Mayor Mercer,

Attached you will find the Intergovernmental Service Agreement that authorizes the Unified Government of Athens-Clarke County to provide building inspection and fire safety inspection services to the City of Winterville. The Athens-Clarke County Building Inspection Department will begin providing inspection services to the City of Winterville on December 11, 2006. Any permits that have been issued prior to December 11, 2006 by the City of Winterville will remain under the jurisdiction and responsibility of the City of Winterville. Permits issued on or after December 11, 2006 will be under the jurisdiction and responsibility of the Unified Government of Athens-Clarke County. This service will only be provided for one and two family residential structures at this time. We will begin providing building inspection services and fire safety inspection services for multifamily and non-residential structures once the Athens-Clarke County Fire Marshal's office has been given authority by the State of Georgia to conduct fire safety inspections within the City of Winterville. Please provide written verification to the Unified Government of Athens-Clarke County upon the official transfer of fire inspection authority to the ACC Fire Marshal. After this written verification is received, I will provide you with written notification as to the date that full inspection services will begin in accordance with the Intergovernmental Service Agreement.

If you have any questions regarding the execution of the attached agreement please feel free to contact me. We look forward to providing this important service to the City of Winterville.

Sincerely,

Douglas E. Hansford

Cc: W. Alan Reddish, ACC Manager
Gloria J. Spratlin, ACC Clerk of Commission
Chief Iby George, ACC Director of Fire & Emergency Services

BUILDING PERMITS AND INSPECTION

P.O. Box 1868 • Athens, Georgia 30603 • (706) 613-3520 • FAX (706) 613-3527



Sep-25-2007 12:49 From:

T-641 P 003/013 F-781



OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

JOHN W. OXENDINE
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER
INDUSTRIAL LOAN
COMMISSIONER
COMPTROLLER GENERAL

SEVENTH FLOOR, WEST TOWER
FLOYD BUILDING
MARTIN LUTHER KING JR. DR.
ATLANTA, GEORGIA 30334
(404) 666-2068 TDD# (404) 666-4031
WWW.GAINSURANCE.ORG

FACILITIES UNDER THE JURISDICTION OF THE STATE OFFICIAL CODE OF GEORGIA ANNOTATED 25-2-13 (O.C.G.A.)

- 1) Buildings or structures 4 or more stories in height.
- 2) Buildings 3 or more stories in height and used by 3 or more families as a residence, with individual cooking and bathroom facilities. Nothing in the code shall apply to any individually owned residential unit.
- 3) Buildings with more than 16 sleeping accommodations for hire (hotels, motels, dorms, or boarding houses).
- 4) Personal care homes subject to being licensed by DHR and having at least 7 beds for non-family adults.
- 5) Schools of grade 1-12 having more than 15 students in attendance at any given time. All state funded kindergarten programs.
- 6) Colleges, universities, and vocational-technical schools (academic, administrative, and public assembly buildings), health care centers, orphanages, convalescent homes, and old age homes.
- 7) Racetracks, stadiums, and grandstands.
- 8) Places of assembly (theaters, auditoriums, recreational halls, etc.) having an occupant load of 300 or more without alcohol and 100 or more where alcoholic beverages are served (clubs, taverns, nightclubs, etc.). Churches having an occupant load of 500 or more persons in a common area or having an occupant load greater than 1000 persons based on total occupant load of the building or structure.
- 9) Department stores and retail mercantile establishments having a gross floor area of 25,000 sq. ft. on any one floor or having three or more floors open to the public. Shopping centers and malls assessed upon the basis of the entire area covered by the same roof or common walls; provided nothing in this code section shall apply to single story shopping centers subdivided into common areas of less than 25,000 sq. ft. by a wall or walls with a 2-hour fire resistance rating and where there are unobstructed exit doors in the front and rear of every such individual occupancy which opens directly to the outside.
- 10) Group day-care and day-care facilities which are licensed by DHR as follows:
 - a) Group day-care having 7 to 12 children,
 - b) Day-care having more than 12 children.
- 11) All hospitals, jails, nursing homes, ambulatory health centers, penal institutions, state own and operated or occupied by the state, buildings and facilities are to be reviewed by the Safety Fire Division, except that state prisons are to be reviewed by the Department of Corrections.

THE OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF PROGRAMS OR SERVICES



OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

JOHN W. OXENDINE
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER
INDUSTRIAL LOAN COMMISSIONER
COMPTROLLER GENERAL

September 24, 2007

SEVENTH FLOOR, WEST TOWER
FLOYD BUILDING
2 MARTIN LUTHER KING, JR. DRIVE
ATLANTA, GEORGIA 30334
(404) 656-2066
www.gainsurance.org

James C. Mercer, Mayor
City of Winterville
125 North Church Street
Post Office Box 306
Winterville, Georgia 30683

RE: City of Winterville Resolution

Dear Mayor Mercer:

Effective September 24, 2007, this office is in receipt of a resolution for the City of Winterville. This resolution states the intentions of the City of Winterville to transfer the authority from the State of Georgia and the responsibilities of the Office of the Insurance and Safety Fire Commissioner to the City of Winterville. Specifically, with respect to those buildings and structures listed in § 25-2-13, except hospitals, nursing homes, ambulatory surgical centers, jails and prisons and except for those buildings and structures which are owned and operated or occupied by the state, the City of Winterville will now be responsible for the enforcement of the State's Minimum Fire Safety and accessibility standards and shall:

- A) Conduct fire safety inspections of existing buildings and structures; and,
- B) Review plans and specifications for proposed buildings and structures, issue building permits when plans are approved, and conduct fire safety inspections of such buildings and structures; and,
- C) Issue permanent and temporary certificates of occupancy, and
- D) Conduct arson investigations.

In addition, pursuant to O.C.G.A. § 25-2-32 (b), the City of Winterville shall be responsible for ensuring that all incidents of fires, whether accidental or incendiary, are reported to the Office of the Safety Fire Commissioner. Every fire department shall submit incident data either via a uniform electronic reporting method or on a uniform reporting form prescribed by the Commissioner and at intervals established by the Commissioner.

If this office can be of further assistance, please contact us at (404) 656-7087.

Sincerely,

M. Dwayne Garrison
Assistant State Fire Marshal

MDG/dgt

Automatic Aid Agreement for Department of Fire Services

Witnesseth:

This agreement is made and entered into this 26 day of February, 2013⁵
by and between the Unified Government of Athens-Clarke County, Georgia and Oconee
County, which are political subdivisions of the State of GEORGIA.

Parties hereto agree as follows:

Recitals

This agreement is made and entered into with the respect to the following facts:

- A. That each party maintains and staffs a fire department for the purposes of fire suppression, protection, rescue/first responder, and prevention, and,
- B. It is the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, rescue/first responder, and prevention to the other party in the event of fire or other local emergency, and to take part in joint training exercises.

First Response Automatic Assistance

The parties shall establish a mutually beneficial response district with certain feasible boundary limits as designated and agreed upon by the fire chief of each jurisdiction. The assignment of resources subject to limitations in this agreement, establishes in the event of fire, rescue, or other local emergency in the response district, both parties agree to furnish such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency.

Terms and Limitations

The level of first response automatic-aid and secondary mutual aid shall be extended to a level agreed upon by the fire chiefs in each instance. The party furnishing aid shall determine the actual amount of aid extended in each instance based on the available personnel, equipment and local conditions of the furnishing jurisdiction at the time. It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the fire chief providing aid, if circumstances warrant. It is further agreed the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the fire chiefs of each of the parties.

Supervision

When an alarm is dispatched, the personnel of both departments will respond to the incident including officers and chief officers. When it is determined which department is receiving the aid, that department's officers shall supervise the activities of the incident. In the absence of officers, the senior firefighter shall act as the officer of the department receiving aid, the officer in charge is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid. Personnel who are furnished will work as far as possible under their own supervision and with their own equipment. All general directions relative to the work will be given by the appropriate officers of the

jurisdiction receiving the aid. Oconee County Fire Department officers shall be in charge of all incidents inside Oconee County, and the Athens-Clarke County Fire Department officers shall be in charge of all incidents inside Athens-Clarke County. Each department will be responsible for the cost of providing its own equipment, fuel, suppression chemicals and other material as needed for the use of equipment responding to an emergency.

Liability

There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency. Every employee/volunteer shall be deemed to be the employee/volunteer and agent of his or her regular employer, and under no circumstances shall any employee/volunteer be deemed to be an employee/volunteer or agent of any entity other than his regular employer. All damages or repairs to any equipment or apparatus shall be borne by the owner.

Compensation

No Party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement since the mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties. Each jurisdiction under this agreement shall comply with the Workers' Compensation Laws of the State of Georgia without any cost to the other participating jurisdictions and each jurisdiction shall pay its own personnel without cost to the other jurisdiction.

Injuries to Personnel

Any damage or other compensation which is required to be paid to any firefighter by reason of their injury occurring while such person's services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

Third Parties

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Term of Agreement

This agreement shall remain in force and effect until either party gives not less than thirty (30) days written notice to the other of its intent to terminate the agreement in whole or in part. There shall be no change in the provisions of this agreement unless approved by both parties. In no event shall the term of this agreement exceed 50 years.

Termination

Either party to this agreement may terminate the agreement by giving not less than thirty days' written notice to the other party and upon the running of thirty days from such written notice, this agreement shall be terminated.

Administration

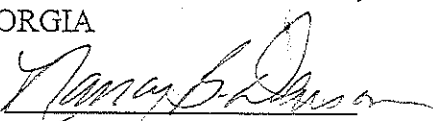
All notices to a party in regards to this Automatic and Mutual Assistance Agreement for fire department services must be in writing, addressed and delivered to the Commission Chairman of Oconee County and the Mayor of Athens-Clarke County.

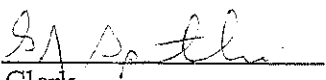
Application

This agreement shall constitute the entire agreement between the Parties and shall be the sole instrument for the provision of emergency fire service between the parties.

In witness whereof, we have caused this agreement to be executed on the date appearing above.

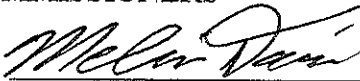
UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA

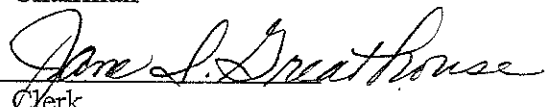
By: 
Mayor

Attest: 
Clerk

APPROVED: FEB 26 2015
Date

OCONEE COUNTY BOARD OF
COMMISSIONERS

By: 
Chairman

Attest: 
Clerk

APPROVED: November 11, 2014
Date

Automatic Aid Agreement for Department of Fire Services

Witnesseth:

This agreement is made and entered into this 26 day of February, 2013 ⁵ 
by and between the Unified Government of Athens-Clarke County, Georgia and
Oglethorpe County, which are political subdivisions of the State of GEORGIA.

Parties hereto agree as follows:

Recitals

This agreement is made and entered into with the respect to the following facts:

- A. That each party maintains and staffs a fire department for the purposes of fire suppression, protection, rescue/first responder, and prevention, and,
- B. It is the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, rescue/first responder, and prevention to the other party in the event of fire or other local emergency, and to take part in joint training exercises.

First Response Automatic Assistance

The parties shall establish a mutually beneficial response district with certain feasible boundary limits as designated and agreed upon by the fire chief of each jurisdiction. The assignment of resources subject to limitations in this agreement, establishes in the event of fire, rescue, or other local emergency in the response district, both parties agree to furnish such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency.

Terms and Limitations

The level of first response automatic-aid and secondary mutual aid shall be extended to a level agreed upon by the fire chiefs in each instance. The party furnishing aid shall determine the actual amount of aid extended in each instance based on the available personnel, equipment and local conditions of the furnishing jurisdiction at the time. It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the fire chief providing aid, if circumstances warrant. It is further agreed the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the fire chiefs of each of the parties.

Supervision

When an alarm is dispatched, the personnel of both departments will respond to the incident including officers and chief officers. When it is determined which department is receiving the aid, that department's officers shall supervise the activities of the incident. In the absence of officers, the senior firefighter shall act as the officer of the department receiving aid, the officer in charge is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid. Personnel who are furnished will work as far as possible under their own supervision and with their own equipment. All general directions relative to the work will be given by the appropriate officers of the

jurisdiction receiving the aid. Oglethorpe County Fire Department officers shall be in charge of all incidents inside Oglethorpe County, and the Athens-Clarke County Fire Department officers shall be in charge of all incidents inside Athens-Clarke County. Each department will be responsible for the cost of providing its own gasoline, diesel fuel, oil and other material as needed for the use of equipment at the scene of the emergency.

Liability

There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency. Every employee/volunteer shall be deemed to be the employee/volunteer and agent of his or her regular employer, and under no circumstances shall any employee/volunteer be deemed to be an employee/volunteer or agent of any entity other than his regular employer. All damages or repairs to any equipment or apparatus shall be borne by the owner.

Compensation

No Party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement since the mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties. Each jurisdiction under this agreement shall comply with the Workers' Compensation Laws of the State of Georgia without any cost to the other participating jurisdictions and each jurisdiction shall pay its own personnel without cost to the other jurisdiction.

Injuries to Personnel

Any damage or other compensation which is required to be paid to any firefighter by reason of their injury occurring while such person's services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

Third Parties

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Term of Agreement

This agreement shall remain in force and effect until either party gives not less than thirty (30) days written notice to the other of its intent to terminate the agreement in whole or in part. There shall be no change in the provisions of this agreement unless in writing and signed by both parties. In no event shall the term of this agreement exceed 50 years.

Termination

Either party to this agreement may terminate the agreement by giving not less than thirty days' written notice to the other party and upon the running of thirty days from such written notice, this agreement shall be terminated.

Administration

All notices to a party in regards to this Automatic and Mutual Assistance Agreement for fire department services must be in writing, addressed and delivered to the Commission Chairman of each County.

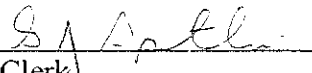
Application

This agreement shall constitute the entire agreement between the Parties and shall be the sole instrument for the provision of emergency fire service between the parties.

In witness whereof, we have caused this agreement to be executed on the date appearing above.

UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY,
GEORGIA

By: 
Mayor

Attest: 
Clerk

APPROVED: FEB 26 2015
Date

OGLETHORPE COUNTY BOARD
OF COMMISSIONERS

By: 
Chairman

Attest: 
Clerk

APPROVED: 4-01-2013
Date

7/1/15 C.B. Remy
D. Remy
S. W. L. for count

Western Judicial
Circuit
FY 2016

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE WESTERN
JUDICIAL CIRCUIT, THE OCONEE COUNTY BOARD OF COMMISSIONERS,
AND THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

THIS AGREEMENT is entered into this 1st day of July, 2015, between the Circuit Public Defender Office of the Western Judicial Circuit (herein referred to as "the Circuit Public Defender Office"), the Georgia Public Defender Standards Council (hereinafter "GPDSC"), the Oconee County Board of Commissioners, a body politic and corporate, and a political subdivision of the State of Georgia and the Unified Government of Athens-Clarke County, a body politic and corporate, and a political subdivision of the State of Georgia (herein referred to as "the Unified Government") and is effective July 1, 2015, except as provided in Section 5.10.

WITNESSETH:

WHEREAS, the Circuit Public Defender Office, the Oconee County Board of Commissioners and the Unified Government enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which is effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-34, which is effective January 1, 2005, provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the

other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which is effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the Oconee County Board of Commissioners is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Unified Government is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Standards Council. This system and this agreement include the following:

(1) The provision by the Circuit Public Defender Office of the statutorily required services to the Oconee Board of Commissioners and the Unified Government;

(2) The payment for additional personnel and services by the Oconee Board of Commissioners and the Unified Government;

3) The provision by the Oconee Board of Commissioners and the Unified Government of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner; and

(4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Circuit Public Defender Office agrees to provide for the Western Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Circuit Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Cases prosecuted in the Superior Courts of the Western Judicial Circuit under the laws of the State

of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

2) Hearings in the Superior Courts of the Western Judicial Circuit on revocation of probation;

3) Cases prosecuted in the Juvenile Courts of Oconee County and Athens-Clarke County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

4) Direct appeals from a decision in cases described in 1), 2), and 3) above.

Section 1.03 Conflicts. GPDSC agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

Article 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Oconee County Board of Commissioners and the Unified Government agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a 5% administration fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. Such employees shall not be deemed to be employees of the Oconee County Board of Commissioners or the Unified Government.

ARTICLE 3

PROVISION BY THE OCONEE COUNTY BOARD OF COMMISSIONERS AND THE UNIFIED GOVERNMENT OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The Oconee Board of Commissioners and the Unified Government agrees to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the Oconee Board of Commissioners and the Unified Government's pro rata shares based on population are stated in Attachment B and are payable in twelve payments due as provided hereafter. Attachment B is incorporated into this agreement by reference. The first such monthly payment is due on July 1, 2015 and shall be 1/12 of the amount of the contract. The remaining eleven payments shall be due on the first day of each month beginning on August 1, 2015, and said remaining payments shall each be for 1/12 of the contract amount. The recipient of said payment shall be: The Georgia Public Defender Standards Council, 104 Marietta Street, Suite 200, Atlanta, Georgia 30303.

Section 3.02 Office rent. The Oconee Board of Commissioners and the Unified Government acknowledge that the public defender will lease appropriate office space at 440 College Avenue, Athens for no longer than the duration of this contract. The public defender will make rent payments with funds provided for that purpose under Attachment "B" of this contract. If this contract is terminated for any reason the Oconee Board of Commissioners agrees to pay its pro rata share of 22% of any remaining rent obligation owed under said lease and the Unified Government agrees to pay its pro rata share, to wit 78%, any remaining rent obligations owed under said lease.

ARTICLE 4

OPTIONAL PROVISIONS

(RESERVED)

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months, beginning July 1, 2015 and ending June 30, 2016.

Section 5.02 Maintenance of effort. The Oconee Board of Commissioners and the Unified Government agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the levels specified in Attachments A and B of this contract for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to continue to operate the circuit public defender office on and after July 1, 2015.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction.

(a) The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that they continue to engage in a new venture and that this

agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Western Judicial Circuit Public Defender Office:

John W. Donnelly
Circuit Public Defender
440 College Avenue, suite 220
Athens, GA, 30601

Georgia Public Defender Standards Council:

Bryan Tyson, Executive Director
Georgia Public Defender Standards Council
104 Marietta Street, Suite 200
Atlanta, Georgia 30303

County Commission of Oconee County:

Chairman Melvin Davis
Oconee County Board of Commissioners
23 North Main Street
Post Office Box 145
Watkinsville, GA 30677

Unified Government of Athens-Clarke County:

W. Alan Reddish, Manager
Unified Government of Athens-Clarke County
301 College Avenue
Suite 303
Athens, GA 30601

Section 5.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 5.07 Termination.

(a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the Oconee Board of Commissioners or the governing authority of the Unified Government) is reduced during the term of this agreement, the Circuit Public Defender Office may make financial and other adjustments to this agreement and notify the Oconee Board of Commissioners and the Unified Government accordingly. An adjustment may be an agreement, amendment, or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Standards Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person

named in Section 5.05 by the counties to receive notice is conclusive. Either the Oconee Board of Commissioners or the Unified Government shall promptly notify the Circuit Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Circuit Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Oconee Board of Commissioners and Unified Government and the Circuit Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Circuit Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Oconee Board of Commissioners and the Unified Government no later than 30 days after the effective date of written notice of termination and the Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Circuit Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Circuit Public Defender Office, the Oconee Board of Commissioners, and the

Unified Government agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services.

(a) **During or at the end of the agreement.** The Circuit Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Oconee Board of Commissioners and the Unified Government to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the counties of the client records. The Oconee Board of Commissioners and the Unified Government shall compensate the Circuit Public Defender for all post-termination or post-expiration services under this subsection, each county being responsible for costs associated with cases in their respective courts. The Circuit Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the monthly expenditure reports. This subsection survives the termination or expiration of the agreement.

(b) **Statutory responsibility continuation.** The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that each have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve any party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

Unified Government of
Athens-Clarke County

BY: Nancy B. Denson
Nancy Denson, Mayor

ATTEST:

S. J. Speth
Clerk

Oconee County Board
of Commissioners

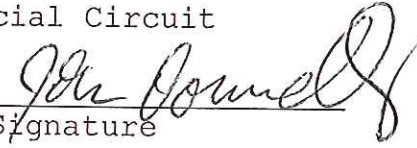
BY: Melvin Davis
Melvin Davis
Chairman

ATTEST:

Jane L. Great House
Clerk



Circuit Public Defender
Office of Western
Judicial Circuit

BY: 
Signature
Circuit Public Defender

ATTEST:

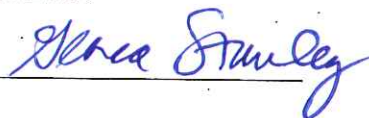


Consented to:

Georgia Public Defender
Standards Council

BY: 
Signature
Director

ATTEST:



Genea Stanley
NOTARY PUBLIC
Fulton County, GEORGIA
My Comm. Expires
02/01/2016



ATTACHMENT A

"Definition. For the purposes of this agreement and this attachment the term "Additional Services" means services provided by the Circuit Public Defender Office in addition to those services that the Circuit Public Defender Office is required by law to provide, and as set forth in Section 1.02 of this contract above.

Additional Services. The Circuit Public Defender Office agrees to provide and the Oconee Board of Commissioners and the Unified Government agree to pay for the "additional services" described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administration fee. Any additional personnel employed by the Circuit Public Defender Office pursuant to this attachment are full-time state paid employees of the Circuit Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Circuit Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Standards Council. In the event the Circuit Public Defender's caseload reaches a size that prevents the Circuit Public Defender from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Standards Council, the Circuit Public Defender may give the Oconee Board of Commissioners and the Consolidated Government 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the

suspension. The Circuit Public Defender Office shall give the Oconee Board of Commissioners and the Unified Government 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the Oconee Board of Commissioners and the Unified Government receive notice from the Circuit Public Defender Office of its intent to lift the suspension, the Oconee Board of Commissioners and the Unified Government may elect to terminate their obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties' obligations under this attachment shall immediately terminate subject to the provisions of Section 5.08.

SERVICES TO BE PROVIDED BY THE CIRCUIT PUBLIC DEFENDER OFFICE:

The Circuit Public Defender shall provide **initial interviews** for all persons who request such interviews, and are accused of violating the criminal laws of the State of Georgia in Athens-Clarke County, Georgia or Oconee County, Georgia or who are a named party in a Juvenile Court deprivation or termination of parental rights case. A determination shall be made as to whether said persons meet the financial eligibility guidelines for a court appointed attorney, as established by the Georgia Public Defender Standards Council.

The Circuit Public Defender shall provide **representation** to persons who meet the financial eligibility guidelines and who are charged as set forth in Section 1.02 above, and also in non-statutory cases in the juvenile courts, State Court of ACC, Municipal Court of ACC, and Probate Court of Oconee County as outlined below.

Further, as part of "Additional Services" the Circuit Public Defender shall provide legal representation for indigent persons who are accused of a violation of the criminal laws of the State of Georgia or local ordinance violations or who are named parties

in a Juvenile Court dependency case initiated by the Department of Family and Children Services; who are required to appear before the State, Municipal or Juvenile Courts of Athens-Clarke County; as well as the Probate Court or Juvenile Court of Oconee County; and for whom legal representation is required under either the Constitution of the State of Georgia or the Constitution of the United States.

Municipal Court of Athens-Clarke County As part of "Additional Services" the Circuit Public Defender shall assign attorneys to handle certain indigent cases in the Municipal Court of Athens-Clarke County (hereafter "Municipal Court"). The Circuit Defender will represent all indigent persons in custody who are brought before the Municipal Court during jail call, and the Circuit Defender will represent all indigent persons who are answerable to the Municipal Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/ Fictitious Use of License, and Shoplifting. The Circuit Public Defender will represent defendants under 21 who are charged with an offense that would result in license suspension pursuant to O.C.G.A. 40-5-125. The Circuit Public Defender will not represent defendants charged with animal control, litter, nuisance, noise, garbage disposal, abandoned vehicles, or any other "Quality of Life" ordinance violations. This representation shall be consistent with the Standards of the Georgia Public Defender Standards Council.

Probate Court of Oconee County As part of "Additional Services" the Circuit Defender will represent (beginning October 1, 2013) all indigent persons in custody who are brought before the Probate Court and the Circuit Defender will represent all indigent persons who are answerable to the Probate Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/

Fictitious Use of License, and Driving While License Suspended. The Circuit Defender shall represent defendants in Probate Court probation revocation hearings upon appointment of the Probate Court Judge, or upon a determination being made that the complexity of the factual allegations or severity of the consequences require representation. This representation shall be consistent with the Standards of the Georgia Public Defender Standards Council.

At the funding level specified in this agreement it is contemplated that the Public Defender shall have one full-time attorney assigned to Municipal Court of Athens-Clarke County, one full-time attorney assigned to Magistrate's Court (in both counties) and appeals, one full-time attorney assigned to Municipal and Magistrate Court (ACC), two attorneys assigned to Juvenile Court (in both counties), four attorneys assigned to Athens-Clarke County State Court and Oconee Probate Court, and two attorneys assigned to each (of three) Superior Courts.

Excluded from the "Additional Services" to be provided by the Circuit Defender are cases that would create a conflict of interest for the Circuit Defender. The Circuit Defender will inform the appropriate Court as to whether or not the defendants in such cases are eligible for a court-appointed attorney and the Court shall make arrangements for appointing and funding conflict-free counsel.

For the purposes of this agreement a conflict of interest will be deemed to exist in the following circumstances: i) cases where the representation of multiple defendants in regard to a single incident presents a conflict between defendants; ii) cases where the Circuit Defender represents a defendant in one case and the victim in that case is the defendant in another case and seeking representation from the Circuit Defender; iii) where the Circuit Defender represents a defendant in one case and a prosecution witness in that case is the defendant in another case and seeking representation from the Circuit Defender; iv) where an employee of the Circuit Defender is a material witness to the crime or a victim of the crime; v) where the representation of a defendant would cause the attorney to be in violation of any canon or standard set by the Supreme

Court of Georgia, the Georgia State Bar, the Georgia Public Defender Standards Council, or any other regulatory agency; or vi) where the presiding judge determines in an individual case that a conflict exists.

Also not to be included among those persons eligible for the services of the Circuit Defender are those individuals who are charged with the offense of misdemeanor bad check; who are required to answer this charge before the Magistrate Court of Oconee County or Athens-Clarke County; and for whom a conviction would not result in confinement.

PAYMENT FOR ADDITIONAL SERVICES

The Oconee County Board of Commissioners agrees to pay the Public Defender Office one hundred fifty thousand dollars (\$102,000) and the Unified Government agrees to pay the Public Defender Office one million, five hundred and forty-five thousand, seven hundred and thirty-five dollars (\$1,545,735) in twelve installments. Payments will be made directly to the GEORGIA PUBLIC DEFENDER STANDARDS COUNCIL, 104 Marietta Street, Suite 200, Atlanta, Georgia 30303, with the first installment due on July 1, 2015 in an amount equal to one twelfth of the amount of the total. The remaining eleven payments shall be due on the first day of each month beginning on August 1, 2015, and said remaining payments shall be for one twelfth of the contract amount. The recipient of said payment shall be "The Georgia Public Defender Standards Council". The Public Defender Office agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs for the staff involved in providing services in Paragraph 1.02 and "Attachment A" above. The above amount is in addition to the Administrative Costs described in Section 3.1 above and denominated in ATTACHMENT B below.

The Unified Government and the Oconee Board of Commissioners agree to continue to supplement the salary of the Circuit Public Defender in the amount of five thousand dollars (\$5000). The Unified Government will contribute \$4,500 toward the supplement and will pay this amount by August 1, 2015 to the finance department of Oconee County. Oconee County shall pay the Circuit Public Defender the supplement in twelve equal monthly payments, and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

ATTACHMENT B "ADMINISTRATIVE COSTS"

Administrative Costs

This includes office rent, phone, office supplies, part-time labor, etc. Covered Costs are those incurred in providing services in Superior Court and Juvenile Delinquency Cases. Non-covered Costs are incurred in providing services in State, Municipal, and Magistrates Courts, as well as Juvenile Dependency Cases.

The Oconee Board of Commissioners agrees to pay ^{forty seven} ~~Thirty One~~ thousand, ^{five} ~~Six~~ hundred and ~~sixty seven~~ dollars (\$47,500) in administrative costs. The Unified Government agrees to pay one hundred seventy-six thousand, eighteen dollars (\$176,018) in administrative costs.

ATTACHMENT "C"

CONTRACT TOTALS

	Unified Government of Athens-Clarke County	Oconee County Board of Commissioners
Attachment A Salary Expenses	1,373,296	102,000
CPD salary supplement	4,500	500
Attachment B Admin Costs	167,938	47,500
CONTRACT TOTALS	<u>1,545,735</u>	<u>150,000</u>

ATTACHMENT "D" (FY16)

The parties understand that, by action of the State legislature, the Western Judicial Circuit will gain an additional Superior Court Judge as soon as April 1, 2016, but also understand that the exact date is unknown. The parties anticipate that the new Judge will most likely take office before expiration of this fiscal year 2016 contract.

The parties anticipate that the State (through GPDSC) will fund one attorney position to staff this Judge's courtroom. The parties further recognize that, depending on the timing of this additional Judge's arrival, as well as the manner of this Judge's building a full caseload, or docket, this contract may need to be reviewed during fy16 in order to address public defender staffing needs for the new Judge and any county funding that may be necessary to achieve this.

Winterville, City of
Municipal Court Judge
4/2011

STATE OF GEORGIA,

ATHENS-CLARKE COUNTY.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of the 17 day of June, 2011, by and between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia ("Athens-Clarke County"), and the City of Winterville, a Georgia municipal corporation (the "City"),

WITNESSETH:

WHEREAS, the City operates a Municipal Court pursuant to the authority of 2007 Ga. Laws p.3933 et seq. and applicable state law; and

WHEREAS, the present Judge of the City's Municipal Court, H. Patrick Haggard has been appointed as a Judge of the Superior Court of the Western Judicial Circuit of Georgia, thereby creating a vacancy in the position of Judge of the City's Municipal Court; and

WHEREAS, the City desires to contract with Athens-Clarke County for the furnishing of certain municipal court services to the City, specifically the services of the Chief Judge of the State Court of Athens-Clarke County to serve as the Judge of the City's Municipal Court in accordance with O.C.G.A. § 15-7-80 et seq.; and

WHEREAS, Athens-Clarke County desires to provide such services,

NOW, THEREFORE, for and in consideration of the mutual benefits and consideration accruing to each of the parties hereto, which consideration is hereby expressly acknowledged, the parties hereto mutually agree as follows:

1. Provision of Services. Beginning as of June 13, 2011, Judge N. Kent Lawrence, Chief Judge of the State Court of Athens-Clarke County (the "State Court"), shall be sworn as Municipal Court Judge of the City and shall serve in such capacity for the duration of the term of his office as Chief Judge of the State Court, or until such sooner time as City shall terminate this Agreement. City shall provide at its expense all other facilities and services related to the operation of the Municipal Court, including without limitation, court security, clerical support, prosecution services and probation services. The Judge shall have the full authority to act as Judge of the City's Municipal Court.

2. Compensation for Services. The Judge shall account for all hours served in his capacity as Municipal Court Judge and shall report those hours to both the Athens-Clarke County Finance and Human Resources Departments. Athens-Clarke County shall send a monthly invoice to the City and shall bill the City for all such accrued hours at the rate of \$75.00 per hour and any fraction thereof. The Judge shall be compensated by Athens-Clarke County through the standard payroll process for services as Municipal Court Judge at such hourly rate, less applicable deductions for state and federal taxes, pension contributions (7.5%), and FICA contributions.

3. Termination. Either party or the Judge may terminate this Agreement by furnishing no less than 60 days prior written notice to the other of such termination.

4. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

(a) Athens-Clarke County – Manager of Athens-Clarke County, P.O. Box 1868, Athens, Georgia 30603

(b) Winterville - Mayor of the City of Winterville, Georgia, P.O. Box 306, Winterville, Georgia 30683

(c) Hon. N. Kent Lawrence, State Court of Clarke County, Room 425, 325 E. Washington Street, Athens, Georgia 30601

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

UNIFIED GOVERNMENT OF ATHENS-
CLARKE COUNTY, GEORGIA

BY: Nancy B. Denson
Nancy Denson, Mayor

ATTEST: G. J. Spratlin
Gloria J. Spratlin, Clerk of Commission

[SEAL]

[Signatures continued on following page]

CITY OF WINTERVILLE, GEORGIA

BY: James C. Mercer
James C. Mercer, Jr., Mayor

ATTEST: Wendy L. Martin
Wendy L. Martin, Clerk

[SEAL]

Approved by:

N. Kent Lawrence
N. Kent Lawrence
Chief Judge, State Court of Athens-Clarke County

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

October 7, 2013

Mr. Brad Griffin, Director
Athens-Clarke County Planning Commission
120 W. Dougherty Street
Athens, GA 30601

Subject: Memorandum of Understanding for MACORTS

Dear Mr. Griffin:

I am pleased to submit to you the executed Memorandum of Understanding between the Madison Athens-Clarke Oconee Regional Transportation Study (MACORTS) and the Georgia Department of Transportation, which designates MACORTS as the MPO for the Athens Urbanized Area. If you have any questions, please feel free to contact the Department's Athens area planner, Tom Caiafa, at 404-631-1749.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia L. VanDyke".

Cynthia L. VanDyke
State Transportation Planning Administrator

CLV:tsc
Enclosure

cc: File

METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
FOR THE
MADISON ATHENS-CLARKE OCONEE REGIONAL TRANSPORTATION STUDY
BETWEEN

The County of Madison, The Unified Government of Athens-Clarke County, the County of Oconee, the County of Oglethorpe, the County of Jackson, the Northeast Georgia Regional Development Center, The Athens Transit System, and the Georgia Department of Transportation in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative urban transportation planning process known as the "Madison Athens-Clarke Oconee Regional Transportation Study" (MACORTS).

I. IT IS THE INTENTION OF THE PARTIES:

A. That the Madison Athens-Clarke Oconee Regional Transportation Study is to:

1. Maintain a continuing, cooperative, and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly regards the seven planning factors identified in Title 23 and results in plans and programs consistent with comprehensively planned development of the urbanized area.
2. Update and revise the 20 Year Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, intermodal facilities, public mass transportation, air facilities, rail systems, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals, and objectives.

3. Create a functional relationship between transportation planning and city-county development.
4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.
5. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process.

II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and government agencies shall lie within the Metropolitan Area Boundary established by the Policy Committee as the Madison Athens-Clarke Oconee Regional Transportation Study. This area includes all of Athens-Clarke County and portions of Madison, Oconee, Oglethorpe, and Jackson Counties.

III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Athens-Clarke County Planning Department. The Athens area MPO shall have the primary responsibility for carrying out the urban transportation planning process and of developing the planning work programs, transportation plans, and transportation improvement programs.

IV. **IT IS FURTHER INTENDED**, that the MACORTS shall be coordinated by a project director who shall be the Director of the Athens-Clarke County Planning Department or his designee and the staff of said agency shall serve, in part, as staff to the MACORTS program and process. Additional staff resources may be provided, upon request from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the Policy Committee.

- V. **IT IS FURTHER INTENDED**, that the MACORTS Policy Committee shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the Athens area. The Policy Committee shall be the MPO forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the MACORTS planning process and other involved agencies shall comprise the Policy Committee. The membership shall be enumerated in the MACORTS Bylaws. The Policy Committee shall have final authority in the matters of policy and plan adoption for the Madison Athens-Clarke Oconee Regional Transportation Study.
- VI. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing Madison Athens-Clarke Oconee Regional Transportation Study shall be furnished by the TCC. The membership shall be enumerated in the MACORTS Bylaws.
- VII. **IT IS FURTHER INTENDED**, that the local legislative bodies of the participating counties appoint citizen review bodies to act as advisory committees on transportation who shall function as public information and involvement committees. These committees shall keep the Policy Committee and the Technical Coordinating Committee informed of the community's perspective and shall also provide information to the community about transportation policies and issues. The membership shall be enumerated in the MACORTS bylaws.

VIII. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted by MACORTS.

IX. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" MACORTS models. The Department shall also provide the expertise and computer software for the above mentioned tasks.
3. Make periodic reviews and evaluations of projected transportation needs; and revisions, when necessary, of the multimodal transportation plan.
4. Aid the MPO in preparation of planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for multimodal projects in the MACORTS 20 Year Multimodal Transportation Plan a.k.a. Long Range Transportation Plan.
5. Provide the local agencies with current information concerning the status of planning and implementation of the MACORTS Long Range Transportation Plan.
6. Ensure cooperation with the MACORTS and Athens Transit System in the development and implementation of the provisions of Moving Ahead for Progress in the 21st Century (MAP-21) and subsequent federal reauthorization legislation.
7. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine

the extent of the analyses and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).

8. Incorporate, without modification, the adopted MACORTS Transportation Improvement Program into the State Transportation Improvement Program; and coordinate with the MACORTS Long Range Transportation Plan in the development of the Statewide Transportation Plan.
9. Annually certify, concurrently with the Athens MPO, to the FHWA and the FTA that the MACORTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
10. Provide various types of traffic count data.
11. Provide other assistance as mutually agreed upon.
12. The Department of Transportation in cooperation with the MPO will coordinate with all participating parties an understanding of the development and amendment process for the MACORTS Transportation Improvement Program.

X. **IT IS FURTHER INTENDED**, that the Athens-Clarke County Planning Department, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented preliminary engineering, right-of-way, and construction estimates where applicable for multimodal projects in the MACORTS 20 Year Multi-Modal Transportation Plan a.k.a. Long Range Transportation Plan.

2. Update and maintain maps showing existing and proposed land use, and make appraisals of actual land use development in comparison with projections.
3. Review zoning and subdivision requests in accordance with the MACORTS Transportation and Land Use Plans.
4. Provide social and community development plans as may relate to transportation needs.
5. Develop and maintain base and projected population, housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.
6. Make recommendations for revisions of the MACORTS Long Range Transportation Plan to conform to the new planning goals, objectives, policies, or developments.
7. Periodically review the traffic zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
9. Collect, analyze, and distribute traffic data such as traffic counts and accident data to the public, government agencies, and other parties.
10. Provide accident reduction/traffic engineering assistance to the MACORTS area, when necessary.
11. Prepare and publish, as necessary, a fiscally constrained Long Range Transportation Plan that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement

of people and goods. The transportation plan shall be reviewed and updated at least every five years, or as often as dictated by federal regulations.

12. Prepare and maintain a financially balanced Four-Year Multimodal Transportation Improvement Program (TIP) which will be updated annually.
13. Prepare an annual Unified Planning Work Program to document planning activities to be performed in the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.
14. Prepare an annual Performance Report for the comparison of established goals in the Unified Planning Work Program and completed work elements.
15. Compile, maintain, and document data on existing water, air, motor freight, and rail terminal and transfer facilities.
16. Prepare and publish as necessary a Participation Plan which documents how the MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meet the criteria specified in 23 CFR Part 450.
17. Prepare and publish as necessary a Limited English Proficiency Plan which evaluates the Limited English Proficient population of the MACORTS planning area and documents the measures that the MPO takes to ensure their access to the MPO programs and services.

18. Cooperate with the Georgia Department of Transportation's development and implementation of the provisions of Moving Ahead for Progress in the 21st Century and subsequent federal reauthorization legislation.
19. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analyses and defines each agency's role in the development of the Major Investment Study (23 CFR 450.318).
20. Annually certify, concurrently with the Georgia Department of Transportation, to the FHWA and the FTA that the MACORTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
21. Prepare FTA quarterly and annual reports, as necessary for Section 5303 Transit Planning funding.

XI. IT IS FURTHER INTENDED, that the Unified Government of Athens-Clarke County within its official jurisdiction be responsible for the following:

1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the MACORTS program will be coordinated with the Technical and Policy Committees.
2. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for MACORTS construction projects and be the agent responsible for acquiring said right-of-way.

3. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for the MACORTS Long Range Transportation Plan.
4. Prepare, maintain, and partially fund an annual budget for the MPO's operations.

XII. IT IS FURTHER INTENDED, that the County of Madison within its official jurisdiction be responsible for the following:

1. Coordinating and assisting the Staff of the Athens MPO and / or the Northeast Georgia Regional Commission to gather planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
4. Aid the MPO in developing preliminary engineering, right-of-way, and construction cost estimates where applicable for the MACORTS Long Range Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for MACORTS construction projects and be the agent responsible for acquiring said right-of-way.
6. Fund a portion of the local match required for federal transportation planning funding to administer the MPO process. The amount and method of providing the match will be determined by the Policy Committee.

XIII. IT IS FURTHER INTENDED, that the County of Oconee within its official jurisdiction be responsible for the following:

1. Coordinating and assisting the Staff of the Athens MPO and / or the Northeast Georgia Regional Commission to gather planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
4. Aid the MPO in developing preliminary engineering, right-of-way, and construction cost estimates where applicable for the MACORTS Long Range Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for MACORTS construction projects and be the agent responsible for acquiring said right-of-way.
6. Fund a portion of the local match required for federal transportation planning funding to administer the MPO process. The amount and method of providing the match will be determined by the Policy Committee.

XIV. IT IS FURTHER INTENDED, that the urbanized portion of the County of Oglethorpe will be included in the MPO planning boundary along with a portion to represent 20 years of anticipated growth. Neither membership nor involvement in the MACORTS metropolitan transportation process are required or desired by the County of Oglethorpe. For the portion included in the MPO planning boundary, MACORTS shall be responsible for the following:

1. Preparation of socio-economic data for the area included in the planning boundary for inclusion in the travel demand model.
2. Provide TCC and PC meeting materials, as a courtesy, to the Oglethorpe County officials as identified in the MACORTS Bylaws.
3. Include projects, as approved by MACORTS, in the Long Range Transportation Plan and Transportation Improvement Program for the area included within the planning boundary.

XV. **IT IS FURTHER INTENDED**, that the urbanized portion of the County of Jackson that is contiguous with Athens-Clarke County will be included in the MPO planning boundary along with a portion to represent 20 years of anticipated growth. Neither membership nor involvement in the MACORTS metropolitan transportation process are required or desired by the County of Jackson. For the portion included in the MPO planning boundary, MACORTS shall be responsible for the following:

1. Preparation of socio-economic data for the area included in the planning boundary for inclusion in the travel demand model.
2. Provide TCC and PC meeting materials, as a courtesy, to the Jackson County officials as identified in the MACORTS Bylaws.
3. Include projects, as approved by MACORTS, in the Long Range Transportation Plan and Transportation Improvement Program for the area included within the planning boundary.

XVI. **IT IS FURTHER INTENDED**, that the Athens Transit System shall:

1. Provide instruction and direction to the Athens-Clarke County Planning Department as to studies and plans to be conducted on its behalf by the Athens-Clarke County Planning Department, including, but not limited to, corridor and sub-area studies when necessary.

2. Make available to the Athens-Clarke County Planning Department any records, documents, or information necessary to accomplish the transit department's planning objectives and to develop the MACORTS Long Range Transportation Plan and the TIP.
3. Cooperate with the Department of Transportation in the development and implementation of the provisions of Moving Ahead for Progress in the 21st Century (MAP-21) and subsequent federal reauthorization legislation.
4. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analyses and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
5. Assist in the preparation and publication of, as necessary, a Limited English Proficiency Plan which evaluates the Limited English Proficient population of the Athens Transit System (ATS) service area and documents the measures that the ATS takes to ensure their access to the ATS programs and services.

XVII. IT IS FURTHER INTENDED, that the Northeast Georgia Regional Commission shall:

1. Continue to perform the intergovernmental review.
2. Continue to maintain a regional transportation planning process for areas outside the Madison Athens-Clarke Oconee Regional Transportation Study; and,
3. Coordinate said process with the Madison Athens-Clarke Oconee Regional Transportation Study.

XVIII. IT IS FURTHER INTENDED, that:

1. The Study shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation and the U.S. Department of Transportation.
2. A reappraisal shall be made of the Study whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics, or at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.
4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown therein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 12th day of June, 2013.

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

[Signature]
Witness

Nancy B. [Signature]
Mayor

Sandy S. Beasley
Notary Public



COUNTY OF MADISON

Sherry L. McDuffie
Witness

Anthony [Signature]
Chairman, Board of Commissioners

Sandy S. Beasley
Notary Public



COUNTY OF OCONEE

[Signature]
Witness

Melvin [Signature]
Chairman, Board of Commissioners

Sandy S. Beasley
Notary Public

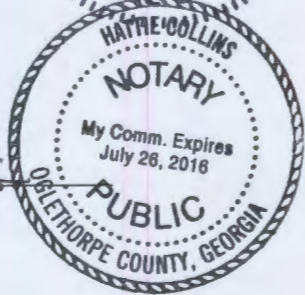


COUNTY OF OGLETHORPE

Sherry L. McDuffie
Witness

B. [Signature]
Chairman, Board of Commissioners

Hattie Collins
Notary Public



COUNTY OF JACKSON

Ernesta Johnson
Witness

[Signature]
Chairman, Board of Commissioners

[Signature]
Notary Public
Official Seal
Regina K Mitsdarffer
Notary Public, Jackson County, Georgia
My Commission Expires July 6, 2015



NORTHEAST GEORGIA REGIONAL COMMISSION

Sherry L McDuffie
Witness

[Signature]
Executive Director

Martha Beck
Notary Public

NOTARY PUBLIC, JACKSON COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 2, 2018

ATHENS TRANSIT SYSTEM

[Signature]
Witness

Bob McDuffie
Director

[Signature]
Notary Public

ATHENS-CLARKE COUNTY PLANNING DEPARTMENT

Sherry L McDuffie
Witness

[Signature]
Director

[Signature]
Notary Public



GEORGIA DEPARTMENT OF TRANSPORTATION
RECOMMENDED:

[Signature]
Director of Transportation Planning Division

Matt Ch...
Witness

[Signature]
Commissioner

Anita Henson
Notary Public



**MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR ESTABLISHING A
MULTI-JURISDICTIONAL DRUG TASK FORCE**

**STATE OF GEORGIA
ATHENS-CLARKE COUNTY
OGLETHORPE COUNTY
OCONEE COUNTY
UNIVERSITY OF GEORGIA
CITY OF CRAWFORD
WESTERN JUDICIAL CIRCUIT DISTRICT ATTORNEY
NORTHERN JUDICIAL CIRCUIT DISTRICT ATTORNEY
CLARKE COUNTY SHERIFF'S OFFICE
OGLETHORPE COUNTY SHERIFF'S OFFICE
OCONEE COUNTY SHERIFF'S OFFICE**

This agreement, made and entered into by the governing bodies of Athens-Clarke County, Oglethorpe County, Oconee County, the City of Crawford, the Western Judicial Circuit District Attorney, the Northern Judicial Circuit District Attorney, and the Chief Executive Officers of the Athens-Clarke County Police Department, the Clarke County Sheriff's Office, the Oglethorpe County Sheriff's Office, the Oconee County Sheriff's Office, and the University of Georgia Police Department, and the Mayor of the City of Crawford representing local member jurisdictions; (hereafter referred to as the "Control Board"); The parties do hereby agree as follows:

**SECTION ONE
INTENT**

It is the intent of the parties that this agreement shall provide the criteria for the formation, staffing and means of funding a Multi-Jurisdictional Drug Task Force to be operated primarily in Athens-Clarke County, Oconee County, and Oglethorpe County in the Western Judicial and Northern Judicial Circuits of Georgia.

**SECTION TWO
MISSION STATEMENT**

The mission of the Multi-Jurisdictional Drug Task Force is to investigate the illegal possession and distribution of illegal drugs and other drug related activity throughout Athens-Clarke County, Oconee County, and Oglethorpe County, and through such measures reduce crime. Members of the Multi-Jurisdictional Drug Task Force will investigate, prosecute, and convict drug related violators within the participant jurisdictions. The Multi-Jurisdictional Drug Task Force will reduce fractional and duplicative investigative and prosecution efforts associated with drug related offenses within the participant jurisdictions and provide criminal intelligence pertaining to other local agencies and jurisdictions on a timely basis.

**SECTION THREE
DURATION**

The term of this agreement shall be for twelve (12) months commencing January 1, 2014, and shall be automatically renewed January 1, 2015, on an annual basis after said date unless otherwise terminated as provided.

SECTION FOUR

MANAGEMENT AND OPERATIONS

The Unified Government of Athens-Clarke County shall serve as the applicant and recipient of funding on behalf of the participating units of government identified in this agreement. The Athens-Clarke County Police Department shall serve as the implementing agency for administrative and operational purposes. Responsibility for assuring compliance with program regulations and applicable local, state, and federal laws is the responsibility of the award recipient and the implementing agency.

SECTION FIVE

WITHDRAWAL AND TERMINATION

Any party to this agreement may withdraw by giving the remaining parties at least ninety (90) days notice prior to the anniversary date of this agreement. The remaining parties will continue the operation of the Multi-Jurisdictional Drug Task Force. If this agreement is terminated, the property seized will be divided equitably respective to the participating agencies assignment of personnel to the MJDTF at the time of the enforcement action.

As CJCC grant funding is authorized, personnel assigned to the Multi-Jurisdictional Drug Task Force via the CJCC Grant will be funded at a ratio of 75% CJCC grant and 25% local match funding. The funded positions ratio of CJCC and local funding will remain consistent with CJCC guidelines. All other personnel assigned to the MJDTF (personnel not funded by the MJDTF Grant) are funded entirely by their respective local governments.

SECTION SIX

COMMANDER

The Control Board shall approve the appointment of a Commander of the Multi-Jurisdictional Drug Task Force. As the Chief Executive Officer of the implementing agency, the Chief of Police of Athens-Clarke County, Georgia will make the appointment of the Commander. This appointment will be automatically renewed on an annual basis unless otherwise terminated by the Chief of Police of Athens-Clarke County, Georgia. The Commander will retain merit system rights including rank, pay and benefits afforded employment within Athens-Clarke County, Georgia Merit System Policies. The Commander will serve at the pleasure of the Chief of Police of Athens-Clarke County, Georgia. The Chief of Police of Athens-Clarke County, Georgia will appoint an Assistant Commander to serve in the absence of the Commander. It will also be the Assistant Commander's responsibility to serve as first line of supervision of investigative staff. The Assistant Commander will serve at the pleasure of the Chief of Police of Athens-Clarke County, Georgia.

SECTION SEVEN

STAFFING

The Athens-Clarke County Chief of Police shall assign no less than three (3) narcotic investigators on a full-time basis and six (6) undercover vehicles. Other members of the Multi-Jurisdictional Drug Task Force Control Board may assign employees and vehicles to the Multi-Jurisdictional Drug Task Force as those members deem advisable at their sole discretion. It will be the responsibility of the Commander to remove an agent from the Multi-Jurisdictional Drug Task Force at any time that agent is shown to be incapable of performing the duties of the Multi-Jurisdictional Drug Task Force. It is agreed on by all participating parties that those assigned to the Multi-Jurisdictional Drug Task Force will return to their respective agencies upon the disbanding of the Multi-Jurisdictional Drug Task Force and each employee will not be required to sustain any reduction in rank, pay, longevity or other benefit afforded other employees within the respective governments.

SECTION EIGHT

FINANCIAL AND AUDITING

The Commander of the Multi-Jurisdictional Drug Task Force through the Fiscal Agent (i.e. Athens-Clarke County Finance Department) shall maintain a complete accounting system where there is a detailed listing of all expenditures incurred by the Multi-Jurisdictional Drug Task Force. It is also agreed that all records of expenditures will be subject to auditing as required by Athens-Clarke County, Georgia as well as State or Federal Regulations.

SECTION NINE

EQUITABLE SHARING

It is agreed that proceeds received from forfeitures initiated as the result of seizures in which the Multi-Jurisdictional Drug Task Force initiated the investigation; or in which the Multi-Jurisdictional Drug Task Force performed as the lead or primary investigative unit will be shared, including gambling forfeitures, by the participating parties. The sharing ratio shall coincide with the sworn personnel assignment ratio at the time of the enforcement action. Forfeiture proceeds received by the Multi-Jurisdictional Drug Task Force will be distributed to the participating parties and accounted for by the participating parties in accordance with O.C.G.A. 16-13-49 and Section 881(e)(3) of Title 21, United States Code. Equitable sharing of proceeds among the participating parties will be proportionate to the number of sworn personnel assigned to the Multi-Jurisdictional Drug Task Force by each of the participating parties.

SECTION TEN

CONTROL BOARD

The Control Board of the Multi-Jurisdictional Drug Task Force shall consist of the following voting members:

- *Athens-Clarke County Chief of Police
- *Western Judicial Circuit District Attorney
- *Northern Judicial Circuit District Attorney
- *Clarke County Sheriff
- *Oglethorpe County Sheriff
- *Oconee County Sheriff
- *University of Georgia Chief of Police
- *City of Crawford Mayor
- *Chair, Oglethorpe County Commission
- *Chair, Oconee County Commission

The Athens-Clarke County Chief of Police will be the Chairman of this Control Board. The Western Judicial Circuit District Attorney will serve as Co-Chairman of this Board.

The following nonvoting advisory members will also be included in the Multi-Jurisdictional Drug Task Force Control Board Meetings:

- *Chief Deputy
Clarke County Sheriff's Office
- *Chief Deputy
Oglethorpe County Sheriff's Office
- *Chief Deputy
Oconee County Sheriff's Office

- *Deputy Chief of Field Operations
UGA Police
- *Special Agent in Charge of Region 11
Georgia Bureau of Investigation
Athens, Georgia
- *Resident Special Agent
Federal Bureau of Investigation
Athens, Georgia
- *Resident Agent in Charge
Drug Enforcement Administration
Macon, Georgia
- *Special Agent in Charge
Georgia Bureau of Investigation Drug Enforcement Office

The Control Board shall meet once quarterly and all Control Board members will be notified of the date, time, and place of the meeting. If all members of the Control Board cannot be present on the specific dates, a minimum of six (6) voting members must be present to conduct a meeting. It will be at the discretion of voting members to designate an alternate in their absence. All business conducted must be approved by a majority of the Control Board. The Control Board members and the Commander have also agreed upon and concur with the Goals, Objectives, Activities and Performance Measures of the Multi-Jurisdictional Drug Task Force and Criminal Justice Coordinating Council as evidenced by their signatures in this agreement.

SECTION ELEVEN

STANDARD OPERATING PROCEDURE

The Control Board will recognize the responsibility of all personnel assigned to the Multi-Jurisdictional Drug Task Force to adhere to the Standard Operating Procedure of their respective departments or divisions. Multi-Jurisdictional Drug Task Force personnel will also adhere to the policies of the implementing agency (Athens-Clarke County Police Department) and the Task Force Commander will ensure that all Multi-Jurisdictional Drug Task Force personnel receive Athens-Clarke County Police Department mandated use-of-force training as required by Athens-Clarke County Police Department policy. It will also be the responsibility of the Commander to incorporate within the Multi-Jurisdictional Drug Task Force additional Standard Operating Procedures that address the uniqueness of operating this type of unit and establish guidelines for the unit that will not be in conflict with any local, state or federal laws. All such DTF policies developed by the Commander must be submitted to the Chair and Co-Chair of the Control Board within 10 days of the change. The Multi-Jurisdictional Drug Task Force presently utilizes and will adhere to the Multi-Jurisdictional Drug Task Force Policy Guidelines provided by the Crime Control and System Improvement Committee, Criminal Justice Coordinating Council.

All task force personnel will attend appropriate training sessions offered at the Georgia Public Safety Training Center and at other locations deemed appropriate by the Control Board. The Multi-Jurisdictional Drug Task Force will cooperate and coordinate its efforts with local law enforcement agencies, all district attorneys from the affected region, authorized state law enforcement agencies, the Drug Enforcement Administration and the Federal Bureau of Investigation as well as the Bureau of Alcohol, Tobacco and Firearms and any other appropriate state and federal agencies.

SECTION TWELVE
AMENDMENTS

Amendments to this agreement may be made with approval of a majority vote of Control Board Voting Members. Amendments to this agreement must be clearly stated and read into the recorded minutes of the Control Board Meeting.

SECTION THIRTEEN
DRUG TESTING POLICY

It is agreed that all members of the Multi-Jurisdictional Drug Task Force will submit to drug and alcohol testing pursuant to the policies of their respective agencies.

SECTION FOURTEEN
INCORPORATION OF AGREEMENT

This proposal by the Control Board regarding the formation of the Multi-Jurisdictional Drug Task Force is adopted and approved to the extent that the same does not conflict with Georgia Law or the terms contained within.



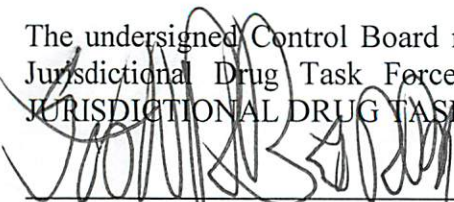
NANCY B. DENSON, MAYOR
Athens-Clarke County Unified Government



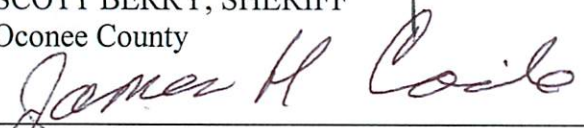


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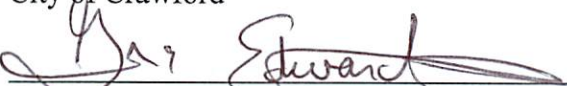
The undersigned Control Board members hereby adopt and approve the formation and operation of a Multi-Jurisdictional Drug Task Force as outlined in the AGREEMENT FOR ESTABLISHING A MULTI-JURISDICTIONAL DRUG TASK FORCE.


SCOTT BERRY, SHERIFF
Oconee County

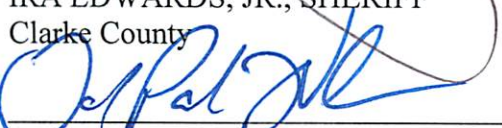
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JAMES COILE, MAYOR
City of Crawford

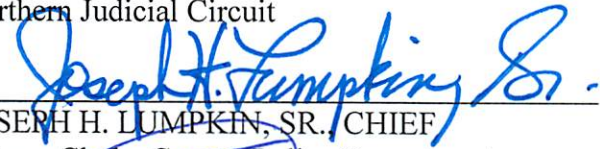
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IRA EDWARDS, JR., SHERIFF
Clarke County

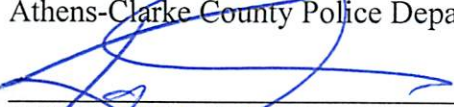
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PARKS WHITE, DISTRICT ATTORNEY
Northern Judicial Circuit

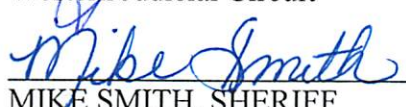
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JOSEPH H. LUMPKIN, SR., CHIEF
Athens-Clarke County Police Department

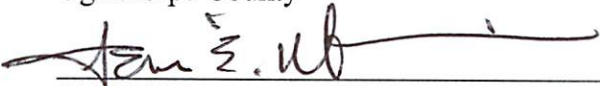
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KENNETH MAULDIN, DISTRICT ATTORNEY
Western Judicial Circuit

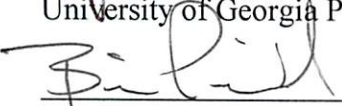
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MIKE SMITH, SHERIFF
Oglethorpe County

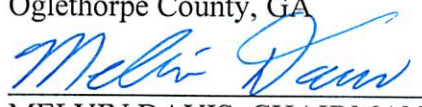
2-19-14
DATE


JAMES E. WILLIAMSON, CHIEF
University of Georgia Police Department

02/19/2014
DATE


BILLY PITTARD, CHAIRMAN
Board of Commissioners
Oglethorpe County, GA

02/20/2014
DATE


MELVIN DAVIS, CHAIRMAN
Board of Commissioners
Oconee County, GA

02/19/14
DATE



April 28, 2014

Ms. Crystal Lynn Odum Ford
Transit Program Manager / Division of Intermodal
Office of Intermodal Programs
Georgia Department of Transportation
600 West Peachtree St. NE, Plaza Level
Atlanta, Georgia 30308

RE: 5307 FY 2015 Capital and FY 2016 Operating Application.

Crystal,

Enclosed find three signed copies of the FY 2015 Capital and FY 2016 5307 Application and Authorizing Resolution.

If you have any further questions or comments please do not hesitate to contact me at 706-613-3432. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'David D. Ballard'.

David D. Ballard
Transit Planner

ATHENS TRANSIT MULTIMODAL

775 East Broad St. • Athens, Georgia 30601 • (706) 613-3432 • FAX (706) 613-3432



EXHIBIT 1
LETTER OF TRANSMITTAL

Ms. Carol Comer, Director, Division of Intermodal
Office of Intermodal Programs
Georgia Department of Transportation
Second Floor
600 West Peachtree Street, N.E.
Atlanta, Georgia 30308-2214

Dear Ms. Comer:

The Unified Government of Athens-Clarke County is applying for an FTA Urbanized Area Formula Program (capital/operating) grant to aid in the transit operation of the Athens Transit System. The capital and operating assistance requested in this project have been reviewed and approved by the local transportation planning process and is listed in the current Transportation Improvement Program/State Transportation Improvement Program. We are requesting federal assistance in the amount of \$1,100,000 for capital assistance and \$2,037,000 for operating assistance. I understand there will be \$137,500 in State assistance to be matched with local assistance of \$137,500 for capital and \$2,037,000 for operating.

We attest that all of the information contained in this Urbanized Area Formula request is correct and the applicant has the legal, financial and technical capacity to carry out the proposed project.

If you have any questions on this request, please contact David D. Ballard at (706) 613-3432.

Sincerely,

A handwritten signature in cursive script that reads "Nancy B. Denson".

Nancy Denson
Mayor

EXHIBIT 2

URBANIZED AREA FORMULA PROGRAM FUNDING FORM AND CAPITAL PROGRAM JUSTIFICATION

Name of Applicant Unified Government of Athens-Clarke County
Congressional District: _____
Project Start Date: July 1, 2014 (FY 15-Capital) and July 1, 2015 (FY 16-Operating)
Project Duration: Twenty-Four Months
Clearinghouse Number: _____
Approval Date: _____

1. Proposed Funding:

	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Other</u>	<u>Total</u>
Capital	\$ 1,100,000	\$ 137,500	\$ 137,500	\$ -	\$ 1,375,000
ADA Capital *	-	-	-	-	-
CAA Capital *	-	-	-	-	-
Bicycle Capital	-	-	-	-	-
Operating	\$ 2,037,000	-	\$ 2,037,000	-	\$ 4,074,000
Planning	-	-	-	-	-
TOTAL	\$ 3,137,000	\$ 137,500	\$ 2,174,500		\$ 5,449,000

* Vehicle-related equipment only.

2. Capital Program "Description" and "Justification":

3. Rolling Stock

DEMAND RESPONSE VAN TO BE PURCHASED		BUSES TO BE REPLACED				
Type	Type	Make	Year	Size	Fuel Type	Mileage
N/A	Bus	Gillig	2001	35	D	293,340
N/A	Bus	Gillig	2001	35	D	363,945
N/A						
N/A						

4. Justification (Use TIP Information):

Transit Operating Assistance for FY 16
Transit Capital Assistance for FY 15; Two (2) replacement buses, Capital Maintenance Items, Spare Parts/Associated Capital Maintenance, Capital Support Equipment, IT Equipment-Rehab/Renovate,

EXHIBIT 3
Program of Projects and Budget
Listed in Order of Priority

Name of Applicant: Unified Government of Athens Clarke County
Congressional District: 10
Project Start Date: July 1, 2014 Project Duration: 12 (months)
Clearinghouse Number: _____ Approval Date: _____

SCOPE			TOTAL	FEDERAL	STATE	LOCAL
			100%	80%	10%	10%
111-00	QUANTITY: NA	BUS SUPPORT EQUIPMENT	\$ 300,000	\$ 240,000	\$ 30,000	\$ 30,000
		ACTIVITY				
	11.12.40	CAPITAL MAINTENANCE ITEMS				
	QUANTITY: NA		\$ 300,000	\$ 240,000	\$ 30,000	\$ 30,000

SCOPE			TOTAL	FEDERAL	STATE	LOCAL
			100%	80%	10%	10%
111-00	QUANTITY: NA	BUS SUPPORT EQUIPMENT	\$ 100,000	\$ 80,000	\$ 10,000	\$ 10,000
		ACTIVITY				
	11.12.40	SPARE PARTS/ASSOCIATED				
	QUANTITY: NA	CAPITAL MAINT. ITEMS	\$ 100,000	\$ 80,000	\$ 10,000	\$ 10,000

SCOPE			TOTAL	FEDERAL	STATE	LOCAL
			100%	80%	10%	10%
114-00	QUANTITY: NA	BUS SUPPORT EQUIPMENT	\$ 50,000	\$ 40,000	\$ 5,000	\$ 5,000
		ACTIVITY				
	11.42.20	CAPITAL SUPPORT EQUIPMENT				
	QUANTITY: NA		\$ 50,000	\$ 40,000	\$ 5,000	\$ 5,000

SCOPE			TOTAL	FEDERAL	STATE	LOCAL
			100%	80%	10%	10%
111-00	QUANTITY: 2	ROLLING STOCK	\$ 900,000	\$ 720,000	\$ 90,000	\$ 90,000
		ACTIVITY				
	11.12.01	PURCHASE				
	QUANTITY: 2	2 - 40 FOOT BUSES	\$ 900,000	\$ 720,000	\$ 90,000	\$ 90,000

SCOPE			TOTAL	FEDERAL	STATE	LOCAL
			100%	80%	10%	10%
114-00	QUANTITY: NA	BUS SUPPORT EQUIPMENT	\$ 25,000	\$ 20,000	\$ 2,500	\$ 2,500
		ACTIVITY				
	11.64.20	REHAB / RENOVATE				
	QUANTITY: NA	COMMUNICATIONS / IT SYSTEMS	\$ 25,000	\$ 20,000	\$ 2,500	\$ 2,500

TOTALS **\$ 1,375,000 \$1,100,000 \$ 137,500 \$ 137,500**

EXHIBIT 4

PROJECT BUDGET WORKSHEET FOR OPERATING ASSISTANCE ONLY

Transit Operator: Athens Transit System Operating Period: FY 2016

(1) TOTAL OPERATING EXPENSES (Itemize)

<u>PERSONNEL</u>	\$ 3,082,353
<u>OPERATING</u>	\$ 2,664,843
<u>INSURANCE</u>	\$ 64,804
TOTAL OPERATING EXPENSES	\$ 5,812,000 (1)

(2) LESS ELIMINATIONS

(a) Less Ineligible Expenses (Itemize)

(b) Less Non-Mass Transportation Expenses
(Itemize)

<u>CHARTER</u>	\$ -
<u>OTHER</u>	\$ -

(c) Less Contra-Expenses (Itemize)

<u>COLLISION DAMAGE</u>	\$ -
-------------------------	------

(d) Less Other Exclusions (Itemize)

NOT APPLICABLE

TOTAL ELIMINATIONS \$ - (2)

(3) ELIGIBLE OPERATING EXPENSES (Line 1 - Line 2) \$ 5,812,000 (3)

(4) LESS FAREBOX AND OTHER REVENUES NOT INCLUDED
AS LOCAL SHARE

<u>REGULAR FARES</u>	\$ 655,226.00
<u>DEMAND RESPONSE</u>	\$ 67,782.00
<u>SR. CITIZENS FARES</u>	\$ 41,712.00
<u>YOUTH FARES</u>	\$ 154,682.00
<u>MONTHLY PASSES</u>	\$ 38,236.00
<u>YOUTH PASSES</u>	\$ 5,214.00
<u>SR. CITIZENS PASSES</u>	\$ 17,380.00
<u>UNIVERSITY OF GA</u>	\$ 757,768.00

**TOTAL FAREBOX AND OTHER REVENUE APPLIED AGAINST
ELIGIBLE EXPENSES NOT INCLUDABLE AS LOCAL SHARE:** \$ 1,738,000 (4)

(5) NET PROJECT COST (Line 3 - Line 4) \$ 4,074,000 (5)

(6) LOCAL SHARE (Itemize)

<u>LOCAL SHARE</u>	\$ 2,037,000
--------------------	--------------

TOTAL LOCAL SHARE \$ 2,037,000 (6)

(7) NET EXPENSES BEFORE APPLYING FTA FUNDS
(Line 5 - Line 6) \$ 2,037,000 (7)

(8) TOTAL FTA FUNDS REQUESTED \$ 2,037,000 (8)

EXHIBIT 5
FTA Project Milestone Dates

Grantee Name: Unified Government of Athens-Clarke County

Contact Name: David Ballard

Contact Phone: (706) 613-3432

Budget Code No.	Budget Line Item Description	Budget Request
11.12.40	CAPITAL MAINTENANCE ITEMS	\$ 300,000

	Estimated Completion Date
RFB/IFB Out for Bid	July 1, 2014
Contract Award	August 31, 2014
First Bus Delivered	N/A
Last Bus Delivered	N/A
Contract Complete	August 31, 2016

Budget Code No.	Budget Line Item Description	Budget Request
11.12.40	SPARE PARTS/ASSOCIATED CAPITAL MAINTENANCE ITEMS	\$ 100,000

	Estimated Completion Date
RFB/IFB Out for Bid	July 1, 2014
Contract Award	August 31, 2014
First Bus Delivered	N/A
Last Bus Delivered	N/A
Contract Complete	August 31, 2016

Budget Code No.	Budget Line Item Description	Budget Request
11.42.20	CAPITAL SUPPORT EQUIPMENT	\$ 50,000

	Estimated Completion Date
RFB/IFB Out for Bid	July 1, 2014
Contract Award	August 31, 2014
First Bus Delivered	N/A
Last Bus Delivered	N/A
Contract Complete	August 31, 2016

Budget Code No.	Budget Line Item Description	Budget Request
11.64.02	REHAB/RENOVATE COMMUNICATIONS/IT SYSTEMS	\$ 25,000

	Estimated Completion Date
RFB/IFB Out for Bid	July 1, 2014
Contract Award	August 31, 2014
First Bus Delivered	N/A
Last Bus Delivered	N/A
Contract Complete	August 31, 2016

Budget Code No.	Budget Line Item Description	Budget Request
11.12.01	PURCHASE REPLACEMENT 2-40 FOOT BUSES	\$ 900,000

	Estimated Completion Date
RFB/IFB Out for Bid	July 1, 2014
Contract Award	September 31, 2016
First Bus Delivered	August 31, 2016
Last Bus Delivered	N/A
Contract Complete	August 31, 2016

EXHIBIT 6

AUTHORIZING RESOLUTION

Resolution authorizing the execution of contracts between the Department of Transportation, United States of America, and the Georgia Department of Transportation, for a grant under the Title 49 U.S.C., Section 5307.

WHEREAS, the Secretary of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Title 49 U.S.C. the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise, Disadvantaged Business Enterprise and Women Business Enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of the Unified Government of Athens-Clarke County:

That the Mayor and appropriate staff, is authorized to execute and file an application and assurance or any other document required by the U.S. Department of Transportation and Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

That the Mayor and appropriate staff, is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation and Georgia Department of Transportation effectuating the purpose of this grant; A: Supplemental Capital funds for July 1, 2014 – June 30, 2015; B: Operating funds for July 1, 2015 – June 30, 2016;

That the staff of the Athens Transit System, is authorized to furnish such additional information as the U.S. Department of Transportation and the Georgia Department of Transportation may require in connection with the application or the project;

That the Mayor and appropriate staff, is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise), and WBE (Women Business Enterprise) policies and procedures in connection with the projects procurement needs.

That the Mayor and appropriate staff, is authorized to execute these grant agreements on behalf of the Unified Government of Athens-Clarke County with the Georgia Department of Transportation to aid in the financing of the marketing, planning, capital and/or operating assistance requested in the Program of Projects and Budget.

CERTIFICATION

The undersigned duly qualified and acting Clerk of the Unified Government of Athens-Clarke County certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Athens-Clarke County Commission held on 03-04-2014.

Adopted the 4 day of

March, 2014

G. J. Speth
Clerk of Commission

Approved the 6 day of

March, 2014

Nancy B. Dusen
Mayor

EXHIBIT 7

(Page 2 of 2)

**FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE
PAGE**

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Unified Government of Athens-Clarke County

Name and Relationship of Authorized Representative: Nancy Denson, Mayor

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature Nancy B. Denson Date: APR 28 2014

Name Nancy Denson, Mayor
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): The Unified Government of Athens-Clarke County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature William C. Bernman, Jr. Date: 4-17-14

Name William C. Bernman, Jr.
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Exhibit 8
Georgia Intergovernmental Consultation Process

Applicant: Unified Government of Athens-Clarke County

Project Name: FY 2015/16 Section 5307 Transit Capital / Operating Grant

Applicant's Address: 775 East Broad Street Athens, Georgia 30601

Name and Title of Contact Person: David D. Ballard, Transit Planner

Phone: 706-613-3432

Impacted City/Cities: Athens

Impacted County/Counties: Clarke

Project Description (Nature, Purpose, Location):

The FTA Section 5307 Transit Capital and Operating Assistance grant is used to provide assistance to the Athens Transit System for the operation and maintenance of public transportation in Athens-Clarke County.

Funding

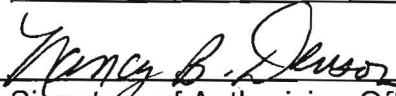
Federal Catalog Number: 20.507		
<u>Source</u>	<u>\$ Amount</u>	Federal Program Name: Section 5307
Basic Federal Grant	\$3,137,000	Federal Agency Name: Federal Transit Administration. Federal Agency's Address: 230 Peachtree Street, NW Suite 800 Atlanta, GA 30303-1512 Name and Title of Contact Person: David Schilling, Community Planner Telephone: (404)865-5608
State Matching Grant	\$ 137,500	
Local Matching Grant	\$2,174,500	
Total Cost	\$5,449,000	
Impacted Regional and Metropolitan Clearinghouse: <u>Madison Athens-Clarke Oconee Regional Transportation Study</u>		
 Signature of Authorizing Official	Mayor Title	APR 28 2014 Date

Exhibit 8 (Continued)

(Page 2 of 2)

- * Please send completed form to: State Clearinghouse c/o Barbara Jackson, Office of Planning and Budget, Suite 8069, 270 Washington Street, S.W., Atlanta, Georgia 30334. (404) 656-3855. Fax# (404) 656-7916.
- * Send copy to the affected MPO (except Atlanta) if appropriate. Do Not Send to the Regional Development Center (RDC)

The original form should be sent to the State Clearinghouse, c/o Barbara Jackson, Office of Planning and Budget, Suite 8069, 270 Washington Street, S.W., Atlanta, Georgia 30334. Fax # (404) 656-7916. If the project is to be located in a locale served by a Metropolitan Clearinghouse, a legible copy must be sent to the appropriate MPO for review and approval (except in Atlanta).

When completing the Intergovernmental Consultation Form, the applicant must be sure to include the following information:

1. Identification of the applicant.
2. Federal program title, number and agency under which assistance is sought as listed in the latest **Catalog of Federal Domestic Assistance**.
3. Geographic location of the proposed project by type accompanied by a map (physical development only).
4. Brief description of the proposed project by type, purpose, general size, or scale, estimated cost, beneficiaries or other characteristic details.

* **Note:** The State Clearinghouse will coordinate area wide clearinghouse responses with the respective Regional Development Centers including ARC. **DO NOT SEND TO RDC.**

EXHIBIT 9
FTA TITLE VI DATA COLLECTION AND REPORTING
2014

All applicants for FTA Urbanized Area Formula assistance must have completed civil rights program information as required in FTA Circular 4702.1. The 1996 Title VI Status Report and Monitoring Plan must be included in the grant application identified as Exhibit 9.

All applicants for FTA funding are required to maintain and provide GDOT and FTA with certain Title VI information. The required information is outlined in Part 1- General Requirements and Part 2- Monitoring Procedures. Updated information should be provided to the Department as conditions warrant but at a minimum, Parts 1 and 2 should be updated annually. **The information should be relevant to the organizational entity actually submitting the application, not necessarily the larger agency or department of which the entity is a part.**

Part 1- General Reporting Requirements:

1. A list of any active lawsuits or complaints naming the applicant which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:
 - a. The date the lawsuit or complaint was filed;
There are no active lawsuits or complaints naming the applicant which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
 - b. A summary of the allegation; and
N/A
 - c. The status of the lawsuit or complaint:
N/A
2. A description of all pending applications for financial assistance, and financial assistance currently provided by other federal agencies;
Just this Section 5307 application.

The Athens Transit System does not receive financial assistance from any federal agency other than the Federal Transit Administration.
3. A summary of all civil rights compliance review activities conducted in the last three years. The summary should include:

EXHIBIT 9 (continued)
(Page 2 of 7)

There have been no civil rights compliance review activities conducted at the Athens Transit System in the last three years, beyond that conducted as part of the Triennial Review.

- a. The purpose or reason for the review;
 - b. The name of the agency or the organization that performed the review;
 - c. A summary of the findings and recommendations of the review; and
 - d. A report on the status and/or disposition of such findings and recommendations.
4. For construction projects, a fixed-facility impact analysis to assess the effects on minority communities. If this information has been prepared as a result of an environmental assessment or environmental impact statement, the applicant, recipient, or subrecipient should reference the relevant information by document, page number(s), and date of submission to FTA.
 - a. A discussion of the potential impact on minority communities and minority-owned businesses during and after construction;
 - b. A discussion of all potential negative environmental impact, such as noise, air, or water pollution;
 - c. A detailed list of minority-owned business and households that will be affected by the construction project;
 - d. A description of other significant changes or impacts on the minority community, such as increased traffic, reductions in the amount of available parking, etc.; and
 - e. A description of the relocation program and/or other measures adopted by the applicant that will be used to mitigate any identified adverse social, economic, or environmental effect of the proposed construction project.
5. **Changes in Service Features-** Provide a description of the type of service changes (e.g.) route extensions, deletions, etc. including any changes as a result of contracting out transit service and a statement of the effect of these changes on minority communities and minority transit users. In particular, the transit system must describe significant service changes relating to hours or days of operation, headways or fares, etc. and provide the schedule reflecting such changes.

There have been no changes in service since the previous application.

6. **Information Dissemination-** Provide a description of the methods used to inform minority communities of service changes (e.g. public notices, public hearings, or other formal or informal discussions, presentations, meetings, etc.) relating to transit service and improvements.
Whenever a reduction in service or fare change is considered, the Athens Transit System follows certain guidelines in assuring that all information is made available to the general public. First, a notice is placed in the legal organ of the county announcing the proposed changes and also stating the date, time and place of the public hearing(s) to gain public comment in regard to the proposed changes. Also, radio announcements are used to announce the proposed changes. Flyers advertising the change and meeting(s) are placed at the transfer center and aboard all buses and information is posted on the Athens Transit web site. Finally, written and phoned in comments are accepted up to two days before the public meeting(s).
7. **Minority Representation on Decision Making Bodies-** Provide a racial breakdown of transit-related non-elected Boards, Advisory Councils or Committees which are integral parts of the transit agency's planning process. Implementation of programs and other related activities. Provide a description of the efforts made to encourage minorities to participate on such Boards, Councils or Committees.

MACORTS Policy Committee -	White 100% Black 0%
MACORTS Technical Coordinating Committee -	White 92% Black 3% Other 5%
MACORTS Citizens Advisory Committee for Athens-Clarke County (Athens-Clarke Co. Planning Commission) -	White 90% Black 10%

The participation of minorities on such boards or committees is furthered through encouraging interested applicants who want to serve on the Athens-Clarke Planning Commission to apply to the Athens-Clarke County Mayor and Commission. The MACORTS Policy Committee and Technical Coordinating Committee members are selected through procedures identified in each body's respective by-laws.

8. **Multilingual Requirements** - Where a significant number or portion of the population to be served needs service or information in a language other than English to participate in FTA assisted programs, the recipient shall take every reasonable step to provide information in appropriate languages.

Our schedules are available in Spanish and a language translator is available on the Athens Transit website.

Part 2- Data Collection Requirements:

Please supply documentation of level of service and quality of service monitoring activities as outlined in Part 2, for the reporting period.

Monitoring Procedures- For the purpose of this section, FTA is requiring that all grantees that provide public transit service develop and implement procedures to monitor their level and quality of transit service to determine compliance with Title VI. These comparisons of the level and quality of transit service provided to the minority community, against overall system averages, will measure the actual realization of established service policies and standards. FTA requests that the following methodologies be incorporated in the grantee's monitoring procedures for reviewing levels and quality of service:

1. **Level of Service Methodology**- For the purpose of this methodology, minority communities must be identified by census tract or traffic analysis zones. Service provided to these communities will be measured in terms of the service policies and standards adopted by the recipient (i.e., vehicle load, vehicle assignment, head ways, transit amenities, transit access, etc.). Recipients shall as part of their internal monitoring procedures undertake the following:
 - a. Select an appropriate sample size. At a minimum, the sample must include each tract or zone that has a minority population (minority census tract) that is equal to or above the total percentage of all minorities within the service area. In addition, at least ten percent (10%) of all the census tracts or traffic analysis zones in the service area should be monitored.
 - b. Inventory the transit service provided in the selected sample areas.
 - c. Assess the performance of each route operating within the selected areas for each of the grantee's service standards and policies.
 - d. Compare the transit service provided to minority areas to the recipient's service policies and standards, and review and take

EXHIBIT 9 (continued)
(Page 5 of 7)

action in all cases in which the service to minority areas do not meet the stated service policy or standards of the grantee.

- e. Compare the average performance for each route in the transit system to the grantee's service policies and standards, and take action on the observed differences.

2. **Quality of Service Methodology-** This methodology will determine whether the quality of service is consistent among different user groups and the degree to which transit service is responsive to minority needs. Recipients shall utilize the following methodology to assess equity in the quality of service provided:

- a. Identify an appropriate number of minority census tracts or traffic analysis zones and a corresponding number of comparable nonminority census tracts or traffic analysis zones. The number of census tracts or analysis zones selected should be based on the population within the service area. For service areas with a population of 200,000 or below, at least three minority and nonminority census tracts or traffic analysis zones must be selected.
- b. Conduct a survey of transit riders in the identified areas to determine travel patterns (work trip destinations) and opinions on the transit service provided. Census data may also be used to model transit travel patterns in an urbanized area.
- c. Summarize the travel patterns of transit users in the selected census tracts or traffic analysis zones, and summarize comments or opinions about the transit service.
- d. Using transit travel time and fare matrices, and/or other appropriate indices, information must be monitored for the top three most-traveled destinations. All values below emanate from the centroid of selected census tracts or traffic analysis zones to the centroid of destination:
 - 1. Average peak hour travel time destination;
 - 2. Number of transfers/bus stops before reaching destination;
 - 3. Total cost of trip destination; and
 - 4. Cost per mile of trip destination.
- e. In using this methodology, the grantee must compare the quality of service of minority census tracts or traffic analysis zones with nonminority census tracts or traffic analysis zones, and take action on the disparities.

EXHIBIT 9 (continued)
(page 6 of 7)

Part 2-Data Collection Requirements Response:

1. Level of Service Methodology:

There are two (2) minority communities identified by census tracts in Athens-Clarke County. The are census tract #3 Ruth Street - East Athens and census tract #9 Brooklyn - Magnolia.

Athens Transit will continue to monitor the operation of the system in regards to these two routes throughout the following year and take appropriate action to adjust any discrepancies in the service provided these two communities compared to the other routes in the system.

2. Quality of Service Methodology:

As previously stated above, Route 2 – East Athens and Route 6/A-West Broad/Brooklyn are the transit routes that serve the two minority census tracts in Athens-Clarke County. For the purpose of this analysis, Route 2 and Route 6/A were surveyed along with Route 27-Barnett Shoals/Cedar Shoals and Route 7-Prince Avenue that serve the non-minority tracts.

Riders were surveyed regarding their destinations and their satisfaction with the service. The majority of people surveyed on Route 2 and Route 6/A were traveling to their residence. Most were traveling home from work or the University of Georgia. Riders on Route 7 were leaving home and traveling to the University of Georgia for class or heading downtown to work. Route 27 riders were leaving the University of Georgia or the downtown area and heading to their residence.

Most riders indicated they would not need to transfer to another route to complete their destination. However, the few people that did require transfers, indicated that they would have to make one transfer to make their final destination. Most people on the surveyed routes were paying \$1.50, which is the standard adult fee. Riders indicated that they were satisfied with the quality of service presently being provided; however, they would like to see the system operate earlier in the morning and definitely longer in the evening.

There appears to be no disparities in the quality of service offered to the minority and nonminority service tracts.

EXHIBIT 9 (continued)
(Page 7 of 7)

The transit system will continue to monitor the activities of the minority tracts throughout the year, and should any disparities arise, corrective action will be taken.

Exhibit 10
Labor Union Information

There are no labor unions operating in Athens-Clarke County in respect to the Transit industry.

EXHIBIT 11

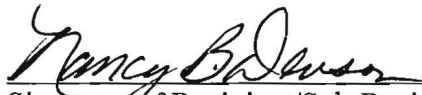
ANTI-DRUG PROGRAM CERTIFICATION

I, Nancy Denson, Mayor

Certify that Athens Transit System / Athens-Clarke County and its contractors as required under 49 of U.S. Code (U.S.C.) Parts 655 and 40 for the section 5307 program, has established and implemented an anti-drug and alcohol misuse prevention program in accordance with the above federal regulations.

I further certify that the following statements are true:

- (a) Random testing of safety sensitive employees will be conducted in a manner consistent with requirements of 49 CFR Parts 655 and 40 and that these tests will be spread reasonably throughout the calendar year to include all workdays and hours of service and shall be unpredictable.
- (b) Employee training will be conducted in a manner consistent with requirements of 49 CFR Parts 655 and 40.


Signature of Recipient/Sub-Recipient

Signature of Contractor

Date: APR 28 2014

Date: _____

EXHIBIT 12

CERTIFICATION OF NO INTENT OF CHARTER SERVICE

Athens Transit System certifies that it does not intend to provide charter service with FTA funded equipment or facilities during the operating period of this application Should the Applicant decide to provide charter service, the Applicant will notify the Georgia Department of Transportation no less than 90 days prior to implementation of this service.

DATE: 4-9-14



Signature of Authorized Officer

Butch McDuffie, Director

Name and Title of Authorized Officer

Exhibit 13

SOLE-SOURCE, SINGLE-BID AND BRAND-NAME PROCUREMENT CERTIFICATION

The Federal Transit Administration (FTA) requires full and open competition in procurements for goods and services and encourages grantees to award contracts to the lowest responsive and responsible bidder. However, sole-source, single-bid, and brand-name or equal awards can be used. In such situations, the grantee should have appropriate documentation for the award which is described below.

Sole-Source

In the case of a sole-source award, the documentation should be a sole-source justification, which includes a cost analysis.

Single-Bid

With a single-bid, the documentation should include a cost analysis, as well as an explanation as to why a single bid was obtained.

Brand-Name

For brand-name or equal awards, the procurement specification should list the product's salient characteristics and allow an equal product to be offered.

I hereby assure that the FTA requirements for single bid, sole source and brand name or equal procurements are understood and will be followed for procurements involving FTA funds.



Signature of Official

Director
Title of Official

4-9-14
Date

EXHIBIT 14

AMERICANS WITH DISABILITIES ACT PARATRANSIT PLAN ANNUAL UPDATE

Transit Agency:

Six Service Criteria

Y/N

1. Service Area

Service to all origins and destinations within the defined area

Y

Coordination with contiguous/overlapping service areas

2. Response Time

Requests accepted during normal business hours on "next day" basis

Y

Requests accepted on all days prior to days of service (e.g. weekends/holidays)

Y

Requests accepted at least 14 days in advance

Y

Trips scheduled within one hour of requested pickup time

Y

3. Fares

No more than twice the base fixed fare for eligible individuals

Y

Compliance with companion fare requirement

Y

Compliance with personal care attendant fare requirement

Y

4. Days & Hours of Service

Paratransit provided during all days and hours when fixed route service is in operation

Y

5. Trip Purposes

No restriction on types of trip purposes

Y

No restriction by trip purpose in scheduling

Y

6. Capacity Constraints

No restrictions on the number of trips an individual will be provided

Y

No waiting list for access to the service

Y

No substantial numbers of significantly untimely pickups for initial or return trips

Y

No substantial number of trip denials or missed trips

Y

No substantial trips not meeting on-time performance

Y

No substantial numbers of trips with excessive trip lengths

Y

When capacity is unavailable, subscription trips are less than 50%

Y

CERTIFICATION OF PARATRANSIT PLAN

The Athens Transit System hereby certifies that it has completed the 2014 Paratransit Review as required under 49 CFR 37.139(j) and finds it to be in conformance with the transportation plan developed under 49 CFR part 613 and 23 CFR part 450 (the FTA/FHWA joint planning regulation). This certification is valid for one year.

Signed by:

Title: Director

Date:

EXHIBIT 15
NTD CLOSEOUT LETTER

Athens Transit has not yet received a Close-Out from NTD. A copy will be forwarded to GDOT when ATS receives it.

EXHIBIT 16
SECTION 5307 GRANT APPLICATION COVER SHEET & CHECKLIST

(For application period FY 2015/2016 Capital / Operating)

Application Preparer: David D. Ballard Phone No: 706-613-3432

City/County: Unified Government of Athens-Clarke County Date Submitted: _____

Please check off items as being completed and indicate N/A for any items that are not applicable.

Part I	Completed	Page No
1. Exhibit 1 - Letter of Transmittal	☒	_____
2. Exhibit 2 - Urbanized Area Formula Program Funding Form	☒	_____
- Capital Program Justification	☒	_____
3. Exhibit 3 - Program of Projects and Budget	☒	_____
4. Exhibit 4 - Project Budget Worksheet for Operating Assistance	☒	_____
5. Exhibit 5 - Project Implementation Schedule (Capital/Planning)	☒	_____
6. Exhibit 6 - Authorizing Resolution	☒	_____
7. Exhibit 7 - Annual List of Certifications and Assurances	☒	_____
8. Exhibit 8 - Georgia Intergovernmental Consultation Process	☒	_____

Part II - Supplemental Exhibits		
9. Exhibit 9 - FTA Title VI Data Collection and Reporting	☒	_____
10. Exhibit 10 - Labor Union Information	☒	_____
11. Exhibit 11 - Anti-Drug Program Certification	☒	_____
12. Exhibit 12 - Certification of No Intent of Charter Service	☒	_____
13. Exhibit 13 - Sole-Source, Single-Bid and Brand-Name Procurement Certification	☒	_____
14. Exhibit 14 - ADA Plan Update	☒	_____
15. Exhibit 15 - NTD Closeout Letter	☒	_____
16. Exhibit 16 - Application Checklist	☒	_____

Nancy B. Dwyer
Signed by Official

Mayor
Title of Official

APR 28 2014
Date

STATE OF GEORGIA
COUNTY OF CLARKE

CONTRACT FOR USE OF LANDFILL

THIS CONTRACT, made and entered into this 5th day of August, 1992 between THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, hereafter called "Athens-Clarke County", and THE BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereafter referred to as "Oglethorpe County",

W I T N E S S E T H :

WHEREAS, Athens-Clarke County is the owner of land in Oglethorpe County which is adjacent to the existing Athens-Clarke County Landfill, and

WHEREAS, Oglethorpe County is approaching full capacity at its current landfill, and

WHEREAS, Athens-Clarke County and Oglethorpe County agree to develop the land in Oglethorpe County presently owned by Athens-Clarke County for landfill purposes, as shown on Exhibit "B" and designated as Parcel C of the Potentiometric Map (revised dated 4/3/92) of the EPD approved Site Suitability Study, and

WHEREAS, Oglethorpe County is attempting to obtain approval for its current landfill to be used for inert materials and construction/demolition debris for the joint use of Athens-Clarke County and Oglethorpe County, and

WHEREAS, Athens-Clarke County and Oglethorpe County desire to develop a strategy that addresses the short term, interim and long term landfill, recycling, and all other waste management needs of both counties; and

WHEREAS, both counties realize that the first step in addressing this strategy is to enter into a contract regarding the use of the present Athens-Clarke County Landfill for solid wastes and the possible use of the Oglethorpe County landfill for inert material and construction/demolition debris,

NOW THEREFORE, for and in consideration of the mutual promises and benefits set out below, it is agreed between the parties as follows:

1. TIPPING FEES

a. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Athens-Clarke County Landfill as recorded at the Athens-Clarke County Landfill, and as approved by the Athens-Clarke County Commission.

b. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Oglethorpe County Landfill for inert wastes and construction/demolition wastes, as recorded at the Oglethorpe County Landfill, and as approved by the Oglethorpe County Board of Commissioners.

c. Fees are to be reviewed annually and, as appropriate, updated. The annual review of fees should consider cost elements similar to those evaluated in the "Landfill Tipping Fee Analysis" attached hereto as "Exhibit A".

d. Athens-Clarke County agrees to defer all fees, with no interest, incurred by Oglethorpe County for a period of six (6) months from the date Oglethorpe County begins to dispose solid wastes in the Athens-Clarke County Landfill. This deferment is based on the recognition that Oglethorpe County shall have significant start-up expenses in connection with this contract. The first payment on this deferred amount shall be due at the end of the twelfth (12th) month after solid waste is placed in land located in Oglethorpe County and owned by Athens-Clarke County or on January 1, 1995, whichever date is later. Payment of this deferment shall be made on a monthly basis, in an amount equal to five percent (5%) of the total deferred fees, until the deferred amount is paid in full.

e. Each party shall be billed at the end of every month with the fees being due and payable by the last day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

f. Changes in Tipping Fees shall be reviewed by the Joint Solid Waste Coordinating Committee, as outlined in Section 14 of this document, prior to implementation by either government.

2. HOST FEES

a. The "host county" shall be that County in which the landfill property, currently receiving solid wastes for disposal, is located. The "non-host county" shall be that County which is depositing wastes within the boundaries of the host county.

b. The host county shall receive a one dollar (\$1.00) per ton host fee, from the approved and published tipping fee, on the total waste weight/volume entering the Athens-Clarke County Landfill. The weight/volume totals are to be accumulated monthly with a copy being available to either county upon request. Said host fee shall increase at the rate of five (5) cents for every one (1) dollar, or part thereof, increase in the tipping fee (exclusive of host fee). For the purpose of future calculations, the initial tipping fee for the Athens-Clarke County Landfill is established at \$11.00 per ton. Any host fee charged by Oglethorpe County for the inert and/or construction/demolition landfill shall not exceed, on a percentage basis (host fee divided by tipping fee), that charged at the landfill operated by Athens-Clarke County for municipal solid waste.

c. The host fee for the preceding month shall be due and payable by the last business day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert

and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

3. TERM OF CONTRACT

a. This contract shall begin on the date of execution of this contract by both parties and shall remain in effect until such time as the existing Athens-Clarke County Landfill is no longer in operation, unless terminated by the action of either Athens-Clarke County or Oglethorpe County, as specified in Section 16.

b. The non-host county shall give thirty (30) days' written notice to the host county of its intent to begin disposing wastes in their respective landfills.

4. WASTE TRANSPORTATION

Each party shall be responsible for providing its own waste transportation to the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

5. COMPLIANCE WITH ORDINANCES

Both parties agree that they will comply with all present and future Athens-Clarke County Ordinances, policies and regulations regarding the use and operation of the Athens-Clarke County Landfill and all present and future Oglethorpe County Ordinances, policies and regulations regarding the use and operation of the Oglethorpe County Landfill. Both parties shall have prior notification and opportunity for input on any proposed changes or

revisions to these ordinances and/or policies before said changes or revisions are implemented as provided in Section 14. Athens-Clarke County agrees to amend its present Landfill Ordinance to prohibit the disposal of inert wastes (with the exception of yard trimmings) and construction/demolition wastes in the Athens-Clarke County Landfill when the Oglethorpe County Landfill becomes permitted as an inert wastes and construction/demolition wastes landfill.

6. PERMIT REQUIREMENTS

Athens-Clarke County shall be responsible for all regulations regarding the management of the Athens-Clarke County Landfill that are required under any Georgia Department of Natural Resources - Environmental Protection Division (EPD) permit(s). Oglethorpe County shall be responsible for all regulations regarding the management of the Oglethorpe County Landfill that are required under any EPD permit(s).

7. ORIGIN OF WASTE

The host county agrees to accept solid waste generated within the boundaries of the non-host county. Anyone depositing waste in either landfill under this paragraph shall comply with all present and future ordinances, policies and regulations regarding the use and operation of said landfill.

8. RESTRICTIONS ON USE OF BOTH LANDFILLS

Both parties agree to prohibit the placement of solid waste,

inert materials, or construction/demolition debris originating outside the geographical limits of Athens-Clarke County and Oglethorpe County within either of the current landfill areas. Any and all exceptions to this restriction must be approved, in writing, by both the Athens-Clarke County and Oglethorpe County Commissions.

9. USE OF LAND IN OGLETHORPE COUNTY

It is specifically agreed by the parties that expansion of the existing Athens-Clarke County Municipal Solid Waste Landfill shall be limited to the areas designated as Parcels B & C on the Potentiometric Map (revised dated 4/3/91) of the EPD approved Site Suitability Study and attached hereto as Exhibit B.

Should Oglethorpe County decide for any reason to terminate this contract, it agrees that Athens-Clarke County shall be allowed continued use of Parcel C, as more particularly described on the Potentiometric Map referenced above, for landfill purposes without any recourse or interference from Oglethorpe County.

10. DIVISION OF FEES

a. Recycling elements of the tipping fee structure, similar to that element identified as "recycling" in Exhibit A, shall be distributed each month to the respective counties based on their pro-rata share of the monthly usage at the landfill including any such fee element in the tipping fee structure. Each county's percentage, of this element of the tipping fee, during any year will be determined by multiplying the estimated population for the

county, for the calendar year prior to the calendar year in which the fees are being paid, times the annual average per capita tons of solid waste generated by each county's population during the previous calendar year divided by the total number of tons of solid waste placed in the landfill during the previous calendar year (see Exhibit "D"). The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. The recycling fees distribution percentages shall be recalculated each year upon the availability of the above noted census estimates, but by not later than July 1 of each year, and shall remain in effect for the next twelve (12) months or until next calculated. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will not be less than 0.6388 tons (3.5 pounds per capita per day).

These fees shall be paid within the month following the month in which the fees are collected.

b. Should either party desire to terminate this contract, the monies collected, from the future site development element of the landfill tipping fees, similar to that defined as "future site development cost" in Exhibit A, will be distributed to the respective counties based on their pro-rata share of the landfill usage during the life of this contract. Upon termination of this contract, as provided for in Section 16, such funds shall be distributed to each county within ninety (90) days of their written request for such funds. Each county's yearly percentage, of this

element of the landfill tipping fee, will be based on the estimated population for the county, for each of the calendar years in which fees were paid, times the annual average per capita tons of solid waste generated by each county's population during that calendar year divided by the total number of tons of solid waste placed in the landfill during that calendar year. The total payment to each county shall be the sum of the yearly contributions of each county plus accrued interest, as calculated using the above defined method, during the life of this contract.

The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will be no less than 0.6388 tons (3.5 pounds per capita per day).

c. The future site development element of the landfill tipping fees shall be maintained separately in a manner to be determined by the Joint Solid Waste Coordinating Committee. The division of the account on termination of this agreement shall be governed by this contract.

d. All other elements of the tipping fees, unless jointly agreed at some future time, shall be retained by the operating jurisdiction.

11. RECYCLING AND WASTE REDUCTION

Both parties agree that they will engage in developing

From Landfill Use Agreement

recycling and waste reduction strategies in their respective counties in order to achieve the solid waste reduction goal outlined in the Georgia Solid Waste Management Act of 1990.

12. CLOSURE

Both parties agree that each party shall be responsible for closure of their respective landfills.

13. POST CLOSURE USE

a. After closure of the portion of the Athens-Clarke County Landfill located in Oglethorpe County, the land will be developed in accordance with a plan that is mutually acceptable to both counties.

b. The utilization and funding for said project shall be negotiated at the time of development of the use plan.

14. JOINT SOLID WASTE COORDINATING COMMITTEE

a. Both parties agree that a Joint Solid Waste Coordinating Committee shall be established consisting of three (3) appointments from each county. This committee shall meet on a regularly scheduled basis as mutually agreed upon by the members, or as called by the Chairman/Chief Elected Officer of either County.

b. The members of the Committee shall elect a Chairman from its members who shall serve for a term of one (1) year. The chairmanship shall alternate yearly between the two counties. The Chairman shall be a voting member of the Committee.

c. The purpose of this Committee shall be to keep each

county informed of any developments on solid waste management at a local, state and national level, to discuss any changes in fees, policies, regulations and ordinances at both landfills, to attempt to resolve any problems or disputes that may arise between the parties, and to develop strategies for the further implementation of the intent of this agreement relative to joint long range solid waste management programs.

15. MEDIATION

Should a dispute arise between the parties that cannot be resolved through the Joint Solid Waste Coordinating Committee or by the governing bodies, both parties agree that as an alternative to a court proceeding, non-binding mediation shall be utilized prior to any lawsuit being filed. This mediation shall be governed according to the rules and regulations promulgated in the Georgia Planning Act of 1989 as a part of the Growth Strategies law, a copy of which is attached hereto as "Exhibit C".

16. TERMINATION OF CONTRACT

a. This contract shall be valid for the duration of the life of the Athens-Clarke County Landfill, or the Oglethorpe County Construction/Demolition Landfill, whichever date is later, unless sooner terminated. Should either party desire for any reason to terminate this contract, that party shall give the other party a minimum thirty-six (36) months' written notice of its intent to terminate.

b. All outstanding debts owed by either party to the other

shall be paid as of the date of termination.

17. CHANGES TO THE CONTRACT

This contract contains the entire understanding between the parties and there shall be no changes to this contract unless agreed to in writing by both governing bodies. This Contract may be renegotiated if there is a substantial change in the status or usability of the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

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

THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA

BY: *Loren A. Looney*
CHIEF ELECTED OFFICER

ATTEST: *Isenia J. Donath*
CLERK OF COMMISSION

OGLETHORPE COUNTY, GEORGIA

BY: *W.A. Bryant*
CHAIRMAN

ATTEST: *Judy M. Paul*
CLERK OF COMMISSION

STATE OF GEORGIA,
ATHENS-CLARKE COUNTY.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of the 22 day of September, 2014, by and between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia ("Athens-Clarke County"), and the City of Winterville, a Georgia municipal corporation (the "City"),

WITNESSETH:

WHEREAS, the Charter of the Unified Government of Athens-Clarke County Section 1-105, entitled "Taxing Districts," Paragraph (a) provides in pertinent part that the "general services district shall consist of the total area of Clarke County and shall include the area of the City of Winterville wherein all services provided in the general services area of Athens-Clarke County shall be made available to the citizens of the City of Winterville at the same rate such services are provided all citizens of the general services area pursuant to a contract executed between the governments of the City of Winterville and Athens-Clarke County for the amount of \$1.00 for a period not to exceed fifty (50) years, as provided in article IX, section III, paragraph I of the Constitution of the State of Georgia"; and

WHEREAS, the Master Service Delivery Agreement adopted by the Commission of Athens-Clarke County and by the City of Winterville pursuant to O.C.G.A. § 36-70-20 et seq., as amended, provides that the service of stormwater is one that shall be provided county-wide by Athens-Clarke County and heretofore has been provided on a limited basis to the City of Winterville for stormwater quantity aspects of stormwater management and for maintenance and inspection of facilities located within public rights-of-way; and

WHEREAS, except for the limited stormwater services provided by Athens-Clarke County as described hereinabove, the City has heretofore exclusively provided NPDES Stormwater Phase II MS4 Permit Services to its citizens; and

WHEREAS the Georgia Department of Natural Resources –Environmental Protection Division (GAEPD) requires the City of Winterville and the Unified Government of Athens-Clarke County to separately apply, obtain coverage, and be compliant with conditions specified in the General NPDES Permit No. GAG610000 Phase II MS4, as modified from time to time. The GAEPD does allow for sharing of NPDES permit implementation responsibility, provided that a written agreement specifying roles and responsibilities is developed and executed.

WHEREAS, the City desires to seek assistance with implementation of the NPDES Stormwater Phase II MS4 Permit Services provided by the City, and the City has requested that Athens-Clarke County provide assistance with NPDES Stormwater Phase II MS4 Permit Services for the City pursuant to the Charter of the Unified Government of Athens-Clarke

County and the Master Service Delivery Agreement between the parties; and

WHEREAS, Athens-Clarke County and the City agree that it is in the best interest of the citizens of the City that the NPDES Stormwater Phase II MS4 Permit Services be provided to the City by Athens-Clarke County;

NOW, THEREFORE, for and in consideration of the amount of one dollar and other mutual promises and benefits accruing to each of the parties hereto, the parties hereto mutually agree as follows:

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

(a) The City of Winterville is a municipal corporation as defined by statutory law and judicial interpretation that is a qualified municipality pursuant to the provisions of O.C.G.A. § 48-8-110(4) that has validly adopted a resolution to authorize it to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The Unified Government of Athens-Clarke County is a consolidated government, as contemplated by O.C.G.A. § 48-8-111.1, a body corporate and politic and a political subdivision of the state of Georgia that has validly adopted a resolution to authorize it to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Conditions Precedent. The obligations of this Agreement are conditioned upon the following events:

(a) The adoption of a Resolution by the Mayor and Commission of Athens-Clarke County authorizing the execution of this intergovernmental agreement by the Mayor of Athens-Clarke County and any other necessary documents related thereto.

(b) The adoption of a Resolution by the Mayor and Council of the City of Winterville authorizing the execution of this intergovernmental agreement by the Mayor of Winterville and any other necessary documents related thereto, including but not limited to the adoption of the "Athens-Clarke County Department of Transportation and Public Works NPDES Stormwater Phase II MS4 Permit Service Provision Policy and/or Procedure Statement for the City of Winterville," attached hereto as Exhibit A (the "Policy/Procedure Statement").

Section 3. Stormwater Utility Fees. Under the provisions of Athens-Clarke County Code Section 5-5-10(c), the Stormwater Utility Ordinance of the Unified Government of Athens-Clarke County, residents of the City will no longer be eligible for a Type III exemption to their stormwater utility fee. Stormwater Utility fees charged by Athens-Clarke County for performance of NPDES Stormwater Phase II MS4 Permit Services for the City of Winterville under this Agreement shall be collected by, paid to, and retained by the Unified Government of

Athens-Clarke County to cover the costs for delivery of NPDES Stormwater Phase II MS4 Permit Services provided hereunder.

Section 4. Term of Agreement; Effective Date. The term of this Agreement shall be for 50 years from the date of this Agreement unless either party gives 60-day notice in writing of termination of this Agreement with notice to be given as provided in Section 10 below prior to the end of the term. Termination shall be in the sole discretion of either party. The Agreement may be amended in writing by mutual agreement between the parties. The effective date for the provisions of services and any transition provisions for the provision of services are more specifically described in the Policy/Procedure Statement.

Section 5. Records. Athens-Clarke County and the City each shall maintain written records of their respective responsibilities under this Agreement as required by the state records retention law.

Section 6. Noncompliance by Parties. In the event that the City shall fail to comply with the requirements of this Agreement or Georgia law, Athens-Clarke County shall have no liability for such noncompliance. In the event that Athens-Clarke County shall fail to comply with the requirements of this Agreement or Georgia law, the City shall have no liability for such noncompliance. Tort liability for either party performing under this Agreement shall be as provided by Georgia law.

Section 7. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 10. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Athens-Clarke County – Mayor of Athens-Clarke County, P.O. Box 1868,
Athens, Georgia 30603

(b) Winterville - Mayor of the City of Winterville, Georgia, P.O. Box 306,
Winterville, Georgia 30683

All notices shall be sent to the successors in office to any of the foregoing. Furthermore each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

UNIFIED GOVERNMENT OF ATHENS-
CLARKE COUNTY, GEORGIA

BY: Nancy Denson
Nancy Denson, Mayor

ATTEST: Gloria J. Spratlin
Gloria J. Spratlin, Clerk of Commission

[SEAL]

CITY OF WINTERVILLE, GEORGIA

BY: Emily D. Eisenman
Emily Eisenman, Mayor

ATTEST: Wendy Bond
Wendy Bond, Clerk [SEAL]

Department of Transportation and Public Works
Unified Government of Athens-Clarke County

I. Policy Subject: ACCUG NPDES Stormwater Phase II MS4 Permit Service Provision Policies and/or Procedure Statement for the City of Winterville.

II. Policy Statement

The Unified Government of Athens-Clarke County ("Athens-Clarke County") shall provide assistance with National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II MS4 permit services described herein within the City of Winterville ("City") in accordance with this Policy and Procedure Statement, the intergovernmental agreement between Athens-Clarke County and the City dated September 2, 2014 and all other applicable laws and ordinances. The City of Winterville specifically retains authority and responsibility for other municipal services including but not limited to planning and zoning, issuance of land disturbance activity permits, enforcement of applicable erosion and sedimentation laws and ordinances, subdivision regulation and enforcement, review and approval of stormwater management practices associated with development, floodplain management, and driveway regulation and permitting (the "City's Responsibility"). Athens-Clarke County shall have no authority or responsibility with respect to any matters or activities within the City's Responsibility.

III. Scope of Services

Athens-Clarke County will provide assistance to the City for implementation of the City's NPDES Stormwater Phase II MS4 Permit. These services will include Athens Clarke County providing assistance with the following minimum control measures listed in the MS4 Permit:

1. Public Education,
2. Public Outreach,
3. Illicit Discharge Detection,
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management, and
6. Municipal Good Housekeeping.

The scope and amount of involvement by Athens-Clarke County will be based upon Best Management Practices (BMPs) identified in the City's approved MS4 Notice of Intent (NOI). Athens-Clarke County and the City will identify and assign responsibility for each Listed BMP on an annual basis.

IV. Current Activities:

Based on the approved NOI for Permit No. GAGA610000, 2013-2017, the City has committed to complete the following BMPs to ensure permit compliance:

A. Public Education and Outreach

1. Pet Waste Management
2. Provide informational brochures from EPD to public

B. Public Involvement/Participation

1. Clean-up Day at Pittard Park
2. Quarterly litter pick up along Main Street.

C. Illicit Discharge and Elimination

1. Update Outfall Map annually
2. Review and update Illicit Discharge Ordinance
3. Inspect ditches and outfalls annually
4. Send out annual article for proper waste disposal in Winterville Newsletter
5. Develop procedures for illicit discharge complaints

D. Construction Site Stormwater Runoff Control

1. Evaluate and update E&S Ordinance
2. Site Plan Reviews
3. E&S Inspections
4. E&S Enforcement procedures
5. Develop E&S complaint tracking procedures
6. Certifications

E. Post Construction Stormwater Management

1. Post Construction Ordinance reviews and/or updates
2. Inventory of post construction stormwater management structures
3. Inspection of post-construction stormwater management structures
4. Maintenance of post construction stormwater structures
5. Develop LID/Green Infrastructure Inventory

F. Pollution Prevention/Good Housekeeping for Municipal Operations

1. MS4 control structures inventory
2. MS4 control structure inspections
3. Maintenance of MS4 control structures
4. Street Cleaning and litter program
5. Employee Training
6. Implement procedures regarding proper waste disposal
7. New Flood Management Projects plan reviews
8. Existing Flood Management Project improvements
9. Municipal Facilities Inventory

A description of task and responsibilities related to the approved BMPs is provided:

BMP No.	Primary Party Responsibility	Description of Responsibilities
A1	Winterville	The City of Winterville will install 3 Pet Waste Stations and report the number of cleanup plastic bags used annually to ACC Staff for inclusion in the Annual Report.
A2	Winterville	The City of Winterville will be responsible for displaying 50 informational brochures and determining the number of brochures distributed to the public. The city will report the number to ACC Stormwater Staff for the annual report.
B1	Winterville	City of Winterville will be responsible for hosting and coordinating a clean-up day at Pittard Park and will send documentation of the event to ACC Stormwater Staff for inclusion in annual report.
B2	Winterville	City of Winterville will be responsible for documenting amount of Trash collected during litter pick-ups and reporting to ACC Stormwater Staff.
C1	Athens	ACC Stormwater Staff will maintain a map of all outfalls located within the City of Winterville. The City of Winterville will be responsible for updating Athens-Clarke County of newly constructed outfalls to add to the inventory.
C2	Winterville	The City of Winterville will be responsible for illicit discharge ordinance reviews and developing procedures. Any changes to the ordinance or procedures will be submitted to ACC Stormwater Staff for the annual report.
C3	Athens	ACC Stormwater Staff will inspect outfalls and ditches within the right-of-way in the City of Winterville. The City of Winterville will be responsible for inspections off the right-of-way and any enforcement actions needed if an illicit discharge is discovered by ACC Stormwater Staff.
C4	Winterville	The City of Winterville will be responsible for educating the public on the listed subjects and reporting the number of newsletters mailed and including a copy of the article to ACC Stormwater Staff for the annual report.
C5	Winterville	City of Winterville is responsible for developing complaint response procedures and reporting any changes to ACC Stormwater Staff to include in the annual report.

D1	Winterville	The City of Winterville will be responsible for reviewing and modifying their Erosion and Sediment Control ordinance. Any revisions should be reported to ACC Stormwater Staff for the annual report.
D2	Athens/Winterville	Athens-Clarke County will perform site plan reviews for stormwater detention and water quality control when needed. The City of Winterville is responsible for forwarding applicable development plans to EPD for review. The City of Winterville will be responsible for documenting the number of plans submitted and reporting to ACC Stormwater Staff for inclusion in the annual report.
D3	Winterville	The City of Winterville is responsible for developing procedures for Construction Site Runoff Control and submitting to ACC Stormwater Staff for the annual report.
D4	Winterville	City of Winterville will be responsible for forwarding any E&S complaints received to the GA EPD. City of Winterville send a summary of complaints received on an annual basis to ACC Stormwater Staff.
D5	Winterville	The City of Winterville will be responsible for developing and implementing E&S complaint receipt, investigation, response, and tracking procedures. The city of Winterville will send a summary of complaints received to ACC Stormwater Staff for the annual report.
D6	Winterville	N/A Not required because the City of Winterville is not an LIA.
E1	Winterville	The City of Winterville is responsible for submitting a copy of the Post Construction Stormwater Ordinance for inclusion in the 2014 annual report.
E2	Winterville	The City of Winterville will develop and update an inventory of all publicly and privately owned post construction stormwater management structures and submit the inventory to ACC Stormwater Staff for the annual report.
E3	Athens/Winterville	ACC Stormwater Staff will conduct inspections of all post-construction stormwater management structures located within the right-of-way of Winterville as well as detention ponds located at East Athens Storage, Markets at Winterville, and The Baptist Church. The City of Winterville will be responsible for inspecting all other structures and submitting documentation of inspections to ACC Staff.

E4	Winterville	The City of Winterville will be responsible for implementing the maintenance program for all post construction stormwater management structures.
E5	Athens	Athens-Clarke County will develop an inventory of all Green Infrastructure/Low Impact Development structures located in the city of Winterville.
F1	Athens	Athens-Clarke County will develop and an inventory and map of the MS4 control structures within the right-of-way of the City of Winterville.
F2	Athens	Athens-Clarke County Stormwater Staff will conduct inspections on MS4 stormwater control structures located within the right-of-way. Any inspections needed beyond the right-of-way will be the responsibility of the City of Winterville. The City of Winterville will submit a summary of inspections performed to ACC Stormwater Staff to include in each annual report.
F3	Athens	Athens-Clarke County will conduct necessary maintenance to the stormwater sewer systems located in the right-of-way in the City of Winterville. The City of Winterville will be responsible for receiving, documenting, and tracking all complaints received by the City and will be responsible for forwarding the complaints to ACC staff.
F4	Winterville	The City of Winterville will be responsible for documenting trash and litter pick-up activities and reporting to ACC Stormwater for annual report.
F5	Athens	City of Winterville staff can attend existing internal training for Public Works performed by ACC Stormwater staff. ACC Stormwater staff will notify the City of the time and place of training.
F6	Winterville	The City of Winterville will be responsible for implementing procedures regarding the proper disposal of waste removed by the MS4 and providing documentation of activities performed during the reporting period to ACC Stormwater Staff for the annual report.
F7	Athens	Athens-Clarke County will ensure proposed flood management projects are assessed for water quality impacts during the site plan review process. The number of plans reviewed will be reported annually.

F8	Winterville	The City of Winterville currently does not own any flood management projects. This BMP will not be included in the annual report until a flood management project is developed.
F9	Winterville	The City of Winterville will be responsible for developing and updating an inventory of municipal facilities with the potential to cause pollution. The inventory will be sent to ACC Stormwater for the annual report.
Annual Report	Athens	The ACC Stormwater Coordinator will prepare the annual report for the City of Winterville and coordinate responses with GA EPD. City of Winterville will be responsible for providing the summary information listed above and provide the annual report to EPD for their review.

V. Changes to Existing Best Management Practices:

The City or EPD may request changes to the approved NOI from time to time. The Department of Transportation & Public Works will review any proposed changes with the City and will work to define task and assign responsibilities.

VI. Future Conditions on Permit Requirements :

This policy is based on the NOI submitted to Georgia EPD for the 2013 -2017 Permit Term. Based on this NOI, Athens-Clarke County can provide these services without adding additional staff. Additional operating expenses incurred by Athens-Clarke County to provide these services will be recovered by charging the full stormwater fee to the City of Winterville Service Area. If future MS4 permit conditions for the City of Winterville change, such that additional staff or other resources are needed from the City or Athens-Clarke County to satisfy these conditions, Athens-Clarke County will work with the City to identify options and develop a recommendation to meet the new conditions. Any recommendation that requires changes to this policy will need review and approval by the Athens-Clarke County Manager and the Athens-Clarke County Mayor and Commission.

VII. Exceptions

Any and all exceptions to this policy must be approved by: 1) Director of Transportation and Public Works, 2) The Athens-Clarke County Manager, or 3) The Athens-Clarke County Mayor and Commission, and 4) The Mayor of the City of Winterville.

GEORGIA, ATHENS-CLARKE COUNTY

TAX SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 15th day of January 2013, by and through the CITY OF WINTERVILLE, a municipal corporation and corporate body politic of the State of Georgia, hereinafter referred to as "the City"; THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a political subdivision acting by and through its Mayor and Commissioners, hereinafter referred to as "the County", and Mitch Schrader, the duly elected Tax Commissioner of Athens-Clarke County, Georgia, hereinafter referred to as "the Tax Commissioner"; all hereinafter collectively referred to as "the Parties,"

WITNESSETH:

WHEREAS, O.C.G.A. § 48-5-359.1(a) provides that a county and a Municipality wholly located within such county may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes; and

WHEREAS, the City and the County desire to enter into such a contract, and

WHEREAS, the Tax Commissioner of the County approves of the within contract as indicated by his signature at the foot hereof, and

WHEREAS, the County, the City and taxpayers of both jurisdictions will benefit from making an entry of this agreement;

NOW, THEREFORE, for and in consideration of the premises, and for good and valuable consideration herein recited to be taken and performed by the parties, such parties do hereby agree as follows:

1.

The County, acting through its Office of the Tax Commissioner, will prepare an annual tax digest for the City of Winterville.

2.

During the term of this agreement, the Tax Commissioner is empowered to and shall:

- (a) Prepare the tax digest for the City of Winterville as required by law;
- (b) Based upon the millage rate as fixed and determined by the governing body of the City of Winterville, levy, assess, and collect all City of Winterville taxes in the same manner as taxes for Athens-Clarke County are levied, assessed and collected;
- (c) Apply and invoke any remedies, methods and procedures authorized or permitted by law for collection of City of Winterville taxes;
- (d) Account for and remit to the City of Winterville all taxes collected in a timely manner after the date of collection by the fifth (5th) and twentieth (20th) of each month, payments will be made through the end of the month and the fifteenth (15th) of the month respectively. For the months of November and December, weekly estimated deposits will be made. *OCT NOV*
- (e) The collection of the municipal taxes will include, but will not be limited to delinquent accounts after January 1, 2014. The City will be responsible for and collect all back taxes due the city prior to January 1, 2014 and *OCTOBER 20, 2013*
- (f) In performing duties under this contract, the County and/or the Tax Commissioner will prorate the taxes collected to each entity according to the percentage of each entity's bill to the whole tax amount due when a taxpayer pays a portion of a tax bill for any reason, including, but not limited to, bankruptcy.

3.

- (a) If necessary, the Tax Commissioner will submit payments to the City based on estimates and will reconcile payments at a later date;
- (b) The City Clerk's Office will coordinate with the Tax Commissioner to develop a mutually agreed upon reporting and accounting system for billing and collections on a timely basis; and
- (c) The format for the tax bill shall be mutually agreed upon by the City of Winterville, Athens-Clarke County, and the Tax Commissioner (copy to this agreement).

4.

The City will furnish to the County all information or documentation reasonable and necessary for the County to assess, bill and collect its municipal taxes and perform the County's duties under this agreement.

5.

In order to substantially reimburse the Commissioner for the cost of providing the services delineated and set forth herein, the City of Winterville shall pay to the County a sum of One Dollar (\$1.00) per tax bill for each parcel of real estate and personal property account on the digest within thirty (30) days of the date of approval of the tax digest for a tax year by the State Revenue Department. Said amount shall be as compensation for such additional duties and responsibilities as may be required on the part of the Tax Commissioner for the levy, assessment, collection and for the accounting for and payment of the City of Winterville taxes pursuant to the provisions herein.

6.

As further consideration for this agreement, the County, acting through its Office of the Tax Commissioner, shall prepare and make available for print to the City Clerk, the following documents and reports by August 1st of each year:

- Preliminary Tax Digest Totals (Athens-Clarke County Tax Assessor)
- Consolidation and Evaluation of Digest
- Tax Digest (will be printed by Athens-Clarke County and submitted to City Clerk)
- Tax Digest in Tax Map Number Order
- List of Exempt ("E" Codes) Real and Personal Property Accounts
- List of Freeport, Historic, Homestead, School Tax and Disabled Veterans Exemptions
- List of Real and Personal Property Accounts under Appeal

By the 15th day of each month:

- "Not on Digest" Accounts
- Errors and Releasing for Existing Accounts
- List of Paid Accounts
- List of Unpaid Accounts
- List of Refunds
- List of Partial Payments

Each payment to the City will include a report indicating how much of the remittance is for principal and how much is for interest and penalties. The amount of interest paid by the Tax Commissioner on funds collected, but not transferred within the collection period prescribed in

item 2(d) of this agreement, will also be indicated in the report. This interest rate paid to the City shall be equal to the interest rate being earned by the Tax Commissioner on deposits at the time of payment.

7.

The County's independent auditors shall confirm annually to the City the accuracy of the distribution of City tax funds by the Tax Commissioner.

8.

This agreement shall become effective on January, 1, 2013. The term of this agreement shall be for a ten (10) year period to expired on December 31, 2023, with any of the parties, the City of Winterville, Athens-Clarke County and/or the Athens-Clarke County Tax Commissioner, having the right to cancel the agreement by giving written notice to the other parties involved on or before November 15th of the year preceding in which taxes are to be collected.

9.

The Tax Commissioner and the Chief Appraiser shall, by May 1st of each year, prepare a schedule of dates that each step in preparing the digest must be completed including, but not limited to, mailing of assessments, public hearings, publishing of the five year history, and setting of millage rates. If the mailing of the tax bills is delayed causing the due date for taxes to extend beyond October 20th, because either the City of Winterville, Athens-Clarke County or the Clarke County Board of Education failed to meet the time schedule, the Tax Commissioner will take immediate steps to produce the tax bills for the party or parties that have complied with all requirements unless all parties agree to an extension. The party or parties responsible for the delay will be responsible for the cost of additional billing.

10.

This agreement constitutes the entire agreement of the parties and shall not be altered or amended except in writing and signed by all of the parties. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective names and

seals on the day and year first above written.

CITY OF WINTERVILLE

By: EMILY D. BISHAW

Mayor

ATTEST: Windy Bond

Clerk

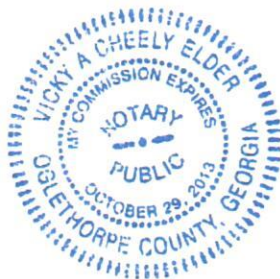
(Seal)

Signed, sealed and delivered in
the presence of:

[Signature]
Witness

Wanda Cheryl Alder
Notary Public

UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY



By: _____
Mayor

ATTEST: _____
Clerk (Seal)

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Mitch Schrader, Tax Commissioner
Athens-Clarke County, Georgia

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Oconee County

(water & wastewater)

STATE OF GEORGIA.

THIS AGREEMENT, made and entered into as of the 18th day of February, 2014, by and between Oconee County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter "Oconee County"), and the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia (hereinafter "Athens-Clarke County"),

2/2014

WITNESSETH:

WHEREAS, Oconee County and Athens-Clarke County are organized and established under the laws of Georgia and have the power to provide service to water and wastewater users; and

WHEREAS, the parties hereto entered into an agreement, dated May 29, 2003 which provided for the sale and purchase of potable water between the parties and for the allocation and approval of capacity for treatment by Athens-Clarke County of wastewater generated by customers located in Oconee County, (the "2003 Agreement"); and

WHEREAS, the 2003 Agreement has expired, but the parties desire to enter into a new agreement that will carry forward the purpose and intent of the 2003 Agreement, with certain amendments; and

WHEREAS, the parties desire to sell potable water on a non-emergency basis to one another from time to time; and

WHEREAS, the parties desire to maintain all existing interconnects which are located approximately at the jurisdictional boundaries between the parties on Simonton Bridge Road, Highway 441, Highway 78 and Jennings Mill Road to sell such water to one another from time to time and for utilization on an emergency basis only; and

WHEREAS, emergency conditions may arise from time to time which interfere with the ability of Athens-Clarke County and Oconee County to furnish water with their respective service areas; and

WHEREAS, both Athens-Clarke County and Oconee County wish to be able to meet water needs for their customers in emergency situations; and

WHEREAS, the parties desire to enter into a formal agreement that provides for the allocation and approval of capacity for treatment by Athens-Clarke County of wastewater generated by customers located in Oconee County and the methodology for metering and collecting the costs of such services;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART ONE: AVAILABILITY OF POTABLE WATER FOR EMERGENCY USE.

1. **Allocation; Designated Officials.** Oconee County shall make available to Athens-Clarke County, and Athens-Clarke County shall make available to Oconee County at the existing interconnections during the term of this agreement or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health and Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such price as specified hereinafter in this agreement.
 - A) It is agreed that the meters installed by Athens-Clarke County at Oconee County's expense are and shall be the property of Athens-Clarke County and shall be maintained by Athens-Clarke County and repaired or replaced when required to insure accurate measurement; provided, however, Oconee County shall have the right to request a check of meter accuracy and to require the replacement or repair of any meter should same be found to be malfunctioning in any manner. Maintenance and/or replacement of these meter(s) shall be at Athens-Clarke County's expense.
 - B) It is agreed that the meters installed by Oconee County at Athens-Clarke County's expense are and shall be the property of Oconee County and shall be maintained by Oconee County and repaired or replaced when required to insure accurate measurements; provided however, Athens-Clarke County shall have the right to request a check of meter accuracy and to require the replacement or repair of any meter should same be found to be malfunctioning in any manner. Maintenance and/or replacement of these meter(s) shall be at Oconee County's expense.

The following ("Designated Officials") of the respective governments are designated to make decisions under this Agreement, such decisions including without limitation requests for purchase of water from the other government; decisions to decline to furnish water to the other government, and determinations of emergency:

Athens-Clarke County: Director, Department of Public Utilities

Oconee County: Director, Utility Department

2. **Points of Delivery.** The parties hereto agree that the points of delivery and sale will be at the existing Athens-Clarke County meters installed on Simonton Bridge Road, Highway 441, Highway 78 or Jennings Mill Road, near the Athens-Clarke County/Oconee County boundary.
3. **Quantity of Water.** Commencing on the effective date of this Agreement, the parties agree to make available to each other at the points of delivery hereinabove specified, during the term of this Agreement, potable water in a quantity not to exceed 100,000 gallons on any one day
4. **Water Billing Procedures.** Oconee County shall pay to Athens-Clarke County, and Athens-Clarke County shall pay to Oconee County, monthly, upon billings by Athens-Clarke County or Oconee County, as the case may be, an amount to be determined as follows:
 - A) One bill for all water used during the previous meter reading period will be calculated by Athens-Clarke County and/or Oconee County. The unit cost will be calculated by Athens-Clarke County and/or Oconee County. The unit cost will be calculated as the average of the commercial rate of Oconee County and the non-residential rate of Athens-Clarke County in effect at the time. The monthly bill will be based on this volume and unit cost noted above.
 - B) Any water use in excess of the agreed to peak day volume will be billed at 1.5 times the applicable unit charge. Water use in excess of the agreed to peak day volume shall be grounds for termination of the Agreement. Water usage in excess of the agreed to peak day volume resulting from water main breaks or emergency water use permitted in accordance with this Agreement will not be subject to the terms of this paragraph.
 - C) On or about a certain date in each calendar month, the meters installed as aforesaid shall be read by the authorized representative of Athens-Clarke County or Oconee County.

Either party shall have the right to be present at such reading should it desire and shall have the right of access to any and all meter installations for the purpose of inspection or meter reading.

- D) Based on the meter readings at the times and in the manner aforesaid, the applicable party shall render a monthly bill for the water received for the last consumption period, each party shall pay such bill within 20 days thereafter.
- E) In the event the aforesaid meters shall for a period of time fail to function properly and as a result thereof, fail to accurately measure the water passing through same, then in such event, the charges due hereunder shall be computed as the average daily consumption recorded by such meter for a similar time of year when property functioning.

5. **Emergency Supply of Water.** Oconee County may purchase from Athens-Clarke County, and Athens-Clarke County may purchase from Oconee County additional potable water during times of emergency, above the 100,000-gallon daily limit described in Paragraph 4 above, based on the availability of such additional water, and at the discretion of Athens-Clarke County and Oconee County, respectively.

If Athens-Clarke County desires to purchase an emergency supply of water, Athens-Clarke County shall notify Oconee County of the quantities of water Athens-Clarke County desires and the length of time supplemental water will be required. Oconee County will determine the availability of such additional water and will notify Athens-Clarke County of such availability. Oconee County in its sole discretion shall have the right to refuse to supply additional water to Athens-Clarke County in excess of the agreed to amount. Unless agreed to in writing by Oconee County, Athens-Clarke County shall limit its use of water to the firm quantity so approved. If Oconee County agrees to the delivery of the emergency supply of water, Athens-Clarke County shall pay for such water at the rates set forth hereinabove.

If Oconee County desires to purchase an emergency supply of water from Athens-Clarke County, Oconee County shall notify Athens-Clarke County of the quantities of water Oconee County desires and the length of time water will be required. Athens-Clarke County will determine the availability of such additional water and will notify Oconee County of such availability. Athens-Clarke County in its sole discretion shall have the right to refuse to supply additional water in excess of the agreed to amount. Unless agreed to in writing by Athens-Clarke County, Oconee County shall limit its use to the firm quantity. If Athens-Clarke County agrees to the delivery of the emergency supply of water, Oconee County shall pay for such water at the rates set forth hereinabove.

The parties agree to make determinations under this paragraph within five business days after a written request is received and that such determinations will be made by the Designated Officials.

6. **Definition of Emergency.** For the purposes of this Agreement, an emergency shall be any force majeure or other cause not reasonably within the control of the party requesting emergency water service, including but not limited to, catastrophic failure of mains, pumps or other equipment contamination or other disruption in the normal water source supply the party's system, acts of God, lighting, fires, tornadoes, storms, or floods. An emergency shall not include customer usage due to development or growth.
7. **Adjustments.** In the event of unusual loss of water by reason of force majeure or other causes not reasonably within control of the parties, either party may submit a written request for a billing adjustment. This request must include a description of the event causing the unusual loss and an estimate of lost water based on normal consumption for similar periods. The parties will discuss a reasonable amount of adjustment, if any, up to 50% of the loss quantity requested. Water main breaks within the distribution system of either party will not be considered an unusual loss of water and therefore subject to the adjustments outlined in this paragraph.

PART TWO: ATHENS-CLARKE COUNTY SEWER SERVICE TO OCONEE COUNTY'S CUSOMERS

1. **Existing Customers.** The parties agree that Oconee County has permitted and Athens-Clarke County does hereby agree to provide sewer service to those existing customers as set out on Exhibit A. Additionally, Athens-Clarke County has allocated 14,690 gallons per day of treatment capacity, which Oconee County may allocate, from time to time. Oconee County shall provide prior written notice to Athens-Clarke County of its allocation of such capacity, including street address and other information as Athens-Clarke County reasonably deems necessary.
2. **Wastewater Billing Procedures.** Oconee County shall pay to Athens-Clarke County an amount to be determined as follows:
 - A) One bill for all wastewater used during the previous meter reading period will be calculated by Athens-Clarke County. The unit cost will be calculated the same as an Athens-Clarke commercial customer and the unit charge, applied to commercial accounts for wastewater in effect at the time. The monthly bill will be based on this volume and unit cost noted above.
 - B) Oconee County shall be responsible for cost of wastewater metering installations where

required by Athens-Clarke County. Such installations shall become the property of Athens-Clarke County and shall be operated, maintained and repaired by Athens-Clarke County.

- C) On or about a certain date in each calendar month, the usage shall be determined by the authorized representative of Athens-Clarke County or Oconee County. Either party shall have the right to be present at such determination should it desire, and shall have the right of access to the information upon which the usage determination is based.
- D) Based on such usage determination, Athens-Clarke County shall render a monthly bill for wastewater received for the last consumption period and Oconee County shall pay such bill within 20 days thereafter.

PART THREE: MISCELLANEOUS PROVISIONS

1. **Term of Contract.** This contract shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force and effect for a period of twenty (20) years from the date thereof unless otherwise mutually terminated or extended by written agreement of the parties.
2. **Rules and Regulations.** This agreement is subject to the same rules, regulation, or laws as may be applicable to similar agreements in this State, and Oconee County and Athens-Clarke County will collaborate and obtain such permits, certificates or the like, as may be required to comply therewith. To the extent Oconee County is using water from Athens-Clarke County, and for those customers of the Oconee system being so served, Oconee County agrees to put into effect in Oconee County, the same conservation measures and water restrictions imposed on Athens-Clarke County customers. These rules and regulations may include, but shall not be limited to, such emergency measures as limitations on irrigation, hydrant flushing, car washing and similar uses.
3. **Cooperation.** 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 contract.
4. **Time.** Time is and shall be of the essence of this contract.

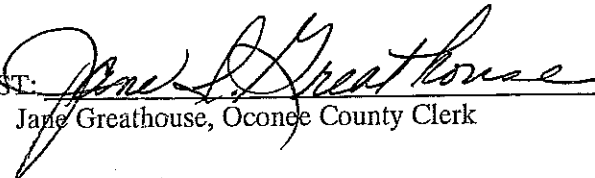
5. **Authority.** The parties have each authorized the signing of this agreement by the officers set out hereinbelow by action of their respective governing authorities.
6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
7. **Cumulative.** Except as expressly limited by the terms of this contract, all rights, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
8. **Force Majeure.** In case by reason or force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order (s) of any kin of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines or pipelines, or any other cause(s) outside the party's control which prevent performance under this Agreement. Should interruptions and/or lowering or pressure occur, parties shall be foreclosed from any action against the other and shall hold harmless from any costs including attorney's fees and court costs incurred from any action by one or more of the parties' customers.
9. **Miscellaneous.** This Agreement constitutes the entire Agreement of the parties and may not be amended except by written instruments executed by the parties hereto. The paragraph headings are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this agreement or any provision hereof. The recitals set out hereinabove are made a part of this agreement. It is expressly understood and agreed by and between the parties hereto that neither party shall have any liability to the other for its inability to provide all water needed

by the other party. Should any phrase, clause, sentence, paragraph or section of this contract and Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State of the United States in any manner or respect whatsoever, it shall in no wise effect any or all of the remaining provisions all of which shall remain in force and effect. It is mutually agreed by and between the parties hereto that this Agreement or any renewal thereof shall have no affect whatsoever on any rights, duties or laws affecting either party in their relationship to each other or their relationships to third parties. No failure of any party to this Agreement to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement and the parties' rights, duties and obligations hereunder may not be delegated, transferred or assigned by either party without the prior written consent of both parties, which consent may be granted or withheld in each parties' sole discretion.

IN WITNESS WHEREOF, Oconee County and Athens-Clarke County, having been duly authorized by appropriate resolution of their respective governing bodies, do hereby execute and set their seals by and through their respective authorized officials.

OCONEE COUNTY BOARD OF COMMISSIONERS

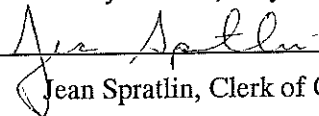
BY: 
G. Melvin Davis, Chairman

ATTEST: 
Jane Greathouse, Oconee County Clerk

(Seal)

**UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY**

BY: 
Nancy Denson, Mayor

ATTEST: 
Jean Spratlin, Clerk of Commission

(Seal)

Exhibit A

Oconee County Customers Utilizing ACC Sewer from previous agreements

MILL POINTE SUBDIVISION	OVERLOOK VILLAGE	JENNINGS MILL COUNTRY CLUB	St. Mary's Nursing Home *Dimensia Center not included
1006 MILL PT	1010 OVERLOOK DR	2" Country club meter	6 " meter
1012 MILL PT	1015 OVERLOOK DR		
1018 MILL PT	1025 OVERLOOK DR		
1030 MILL PT	1034 OVERLOOK DR		
1036 MILL PT	1035 OVERLOOK DR		
1042 MILL PT	1032 OVERLOOK DR		
1048 MILL PT	1044 OVERLOOK DR		
1054 MILL PT	1251 RAMSER DR		
1060 MILL PT	1231 RAMSER DR		
1066 MILL PT	1220 RAMSER DR		
1067 MILL PT	1200 RAMSER DR		
1061 MILL PT	1180 RAMSER DR		
1041 MILL PT	1260 RAMSER DR		
1071 MILL PT	1240 RAMSER DR		
1072 MILL PT	1230 RAMSER DR		
1073 MILL PT			
1078 MILL PT			
1079 MILL PT			
1085 MILL PT			
1090 MILL PT			
1091 MILL PT			
1107 MILL PT			
1105 MILL PT			
1103 MILL PT			
1101 MILL PT			
1100 MILL PT			
1102 MILL PT			
1104 MILL PT			
1106 MILL PT			
1108 MILL PT			

11/18/2013

COPY

INTERGOVERNMENTAL RESERVOIR AND RAW WATER SUPPLY AGREEMENT

BETWEEN

UPPER OCONEE BASIN WATER AUTHORITY,
OCONEE COUNTY, ATHENS-CLARKE COUNTY,
BARROW COUNTY & JACKSON COUNTY, GEORGIA

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INTERGOVERNMENTAL RESERVOIR AND RAW WATER SUPPLY AGREEMENT
BETWEEN
UPPER OCONEE BASIN WATER AUTHORITY,
OCONEE COUNTY, ATHENS-CLARKE COUNTY,
BARROW COUNTY & JACKSON COUNTY, GEORGIA

This Intergovernmental Reservoir and Raw Water Supply Agreement ("Agreement"), made and entered into as of July 22, 1996, by and between the Upper Oconee Basin Water Authority, a public body corporate and political and a public corporation of the State of Georgia, (hereinafter sometimes designated as the "Authority"), created by the provisions of Ga. L. 1994, p. 5123, et seq., and the four Member Counties, Athens-Clarke County, Georgia, Barrow County, Georgia, Jackson County, Georgia and Oconee County, Georgia (hereinafter sometimes each designated as "Member County").

W I T N E S S E T H:

WHEREAS, the Upper Oconee Basin Water Authority was created for the declared purpose of acquiring and developing adequate sources of water supply, including but not limited to the construction of reservoirs; the treatment of such water, and thereafter the transmission of such water within the Upper Oconee Basin area, and to the various counties, municipalities, and public authorities located therein; and the collection and treatment of waste water from the counties, municipalities, and public authorities within the Upper Oconee Basin area; and

WHEREAS, the Authority and Member Counties recognize that water resources are finite, and that water conservation should be encouraged by the Authority and the Member Counties, and all water users within the Upper Oconee Basin area; and

WHEREAS, the Member Counties need an economical, reliable source of water to meet the growing demands of their citizens and have determined to purchase such water from resources owned, controlled, or purchased by the Authority; and

WHEREAS, the Authority will take or cause to be taken all steps necessary to secure such governmental permits, licenses, and approvals as are necessary for the Project as hereinafter defined, and will then proceed as appropriate with final design, financing, acquisition and construction of the Project for the supply of raw water to the Member Counties contracting with the Authority, and will sell the output and services of the Project pursuant to the Act and this Agreement; and

WHEREAS, in order to enable the Authority to issue its revenue bonds to pay the costs of acquiring and constructing the Project, it is necessary for the Authority to have a binding Intergovernmental Agreement with the Member Counties pursuant to authority of Ga. L. 1994, p. 5123, et seq., and all payments required to be made in accordance with the provisions of Article III of the Agreement, and all other payments attributable to the Project or to the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged as security for the payment of such Bonds;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to pay the Authority for its costs of providing each Member

County its Entitlement Share, as hereinafter defined, of the output and services of the Project it is agreed by and between the parties hereto as follows:

ARTICLE I

TERM OF AGREEMENT, DEFINITIONS

Section 101. Term.

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same. The obligation of the Authority to provide raw water under the provisions of the Agreement shall begin with the first issuance and delivery by said Authority of any of its Bonds which are authorized to be issued by the provisions of Ga. L. 1994, p. 5123 et seq. or, in the event notes of the Authority are issued in anticipation of the issuance of Bonds, such obligation shall begin with the issuance and delivery of such bond anticipation notes. The term of this Agreement shall be fifty (50) years from the effective date of the Agreement.

Section 102. Definitions and Explanation of Terms.

As used herein:

(a) "Act" shall mean that certain Act of the 1994 session of the General Assembly of the State of Georgia compiled and published in Ga. L. 1994, p. 5123, et seq., as the same has been heretofore or may be hereafter amended. This Act may be cited as the "Upper Oconee Basin Water Authority Act" or the "Act".

(b) "Annual Project Costs" shall mean, with respect to a Water Supply Year, to the extent not paid as a part of the Costs of Acquisition and Construction, all costs and expenses of the Authority paid by the Authority for the Project, as hereinafter defined, during such Year allocable to the Project, including, but not limited to, those items of cost and expense referred to in Section 305 hereof, as Annual Project Fixed Charges for Bond Debt Service, Annual Project Fixed Charges other than for Bond Debt Service, and Other Annual Project Costs.

(c) "Annual Project Budget" shall mean, with respect to a Water Supply Year, the budget adopted by the Authority not less than sixty (60) days prior to the beginning of such Water Supply Year which budget shall itemize estimates of Annual Project Costs and all revenues, income, or other funds to be applied to such costs, respectively, for and applicable to such Water Supply Year or, in the case of an amended Budget, for and applicable to such Water Supply Year for the remainder of such Water Supply Year.

(d) "Billing Statement" shall mean the written statement prepared or caused to be prepared monthly by the Authority that shall be based upon the Annual Project Budget or upon the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and that shall show the monthly amount to be paid to the Authority by each Member County in accordance with the provisions of Section 306 hereof.

(e) "Bonds" and "Revenue Bonds" shall mean the Revenue Bonds, Certificates, and other obligations issued by the Authority as

defined and provided for in the "Revenue Bond Law" Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated as amended, and pursuant to the provisions of the Bond Resolution to finance or refinance the Cost of Acquisition and Construction of the Project, whether or not any issue of such bonds shall be subordinated as to payment to any other issue of such bonds, and shall include Additional Bonds issued pursuant to the provisions of Section 401, hereof, and Refunding Bonds issued pursuant to the provisions of Section 402, hereof.

(f) "Bond Resolution" shall mean the Revenue Bond Resolution and any Supplemental Bond Resolution authorizing the issuance of any Parity Bonds to be adopted by the Authority and accepted by the Trustee thereunder for the benefit of the owners of the Bonds which shall provide for the issuance of such Bonds, a copy of which Revenue Bond Resolution and Supplemental Bond Resolution in substantially the form to be adopted by the Authority shall be on file in the records of each Member County.

(g) "Commercial Operation Date" shall mean, with respect to the Project, the beginning of the day on which the Project is, in the opinion of the Authority, producing and delivering raw water for commercial use.

(h) "Agreement" and "Reservoir and Raw Water Supply Agreement" shall mean this Agreement with the Member Counties entered into by the Authority and the Member Counties, as the same may be amended from time to time.

(i) "Cost of Acquisition and Construction" or "Cost of the Project" shall mean, to the extent not included in Annual Project Costs, all costs of and expenses of planning, design, and construction, the cost of all lands, properties, rights, easements, and franchises acquired, the cost of all buildings, machinery and equipment, financing charges, interest prior to and during construction and for one year after completion of construction, cost of compliance with environmental regulations and environmental protection, cost of engineering, architectural and legal expenses, cost of plans and specifications, cost of water conservation programs and activities, costs of wetlands mitigation and programs, watershed protection, and other costs necessary or incident to determining the feasibility or practicability of the Project, administrative costs, and such other costs as may be necessary or incident to the financing authorized in the Act, the construction of the project, the placing of the same in operation, and the acquisition and condemnation of property necessary for such construction and operation. Any obligation or cost incurred for any of the foregoing purposes shall be regarded as a part of the cost of the Project and may be paid or reimbursed as such out of the proceeds of revenue bonds, certificates, or other obligations issued under the provisions of this Act for such Project, and obtaining governmental approvals, certificates, permits and licenses with respect thereto heretofore or hereafter paid or incurred by the Authority and may include, in addition and without limitation, the following:

(1) working capital and reserves in such amounts as may be established pursuant to the Bond Resolution;

(2) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as the Authority may reasonably determine to be necessary for the placing of the Project or any facility thereof in operation in accordance with the provisions of the Bond Resolution;

(3) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds;

(4) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any funds or accounts established pursuant to the Bond Resolution as reserves for renewals and replacements for the Project or contingencies;

(5) training and testing costs incurred by the Authority;

(6) preliminary investigation and development costs, engineering fees, contractors' fees, costs of labor, materials, equipment, utility services and supplies, and legal and financing costs;

(7) all costs of insurance applicable to the period of construction; and

(8) all other costs incurred by the Authority and properly allocable to the acquisition and construction of the Project, including all cost financed by the issuance of Additional Bonds pursuant to Section 401 hereof.

(j) "Debt Service" shall mean, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid during said period into any fund or funds created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) and premium, if any, and interest on all the Bonds from time to time outstanding as the same shall become due, provided, however, that Debt Service shall not include any acceleration of the maturity of the Bonds.

(k) "Entitlement Share" shall mean, with respect to a Member County and any Water Supply Year and with respect to the facilities of the Project the percentage of the output and services of the Project as set forth in the following Schedule of Entitlement Shares; provided, however, that in no event shall the Entitlement Share of any Member County be less than that set forth in the following schedule and provided, further, that in the event any one or more of the Member Counties listed in the following schedule elect to withdraw from participation in any future obligations or projects pursuant to the provisions of the Act, the Entitlement Shares of the remaining Member Counties, as such Entitlement Shares are set forth in each column of the following schedule, shall be increased pro-rata in order that the sum of the remaining Entitlement Shares of the remaining Member Counties when so adjusted shall total 100.000%:

<u>MEMBER COUNTY</u>	<u>ENTITLEMENT SHARE</u> %
ATHENS-CLARKE	44%
BARROW	19%
JACKSON	25%
OCONEE	12%

(l) "Interbasin Transfers" shall mean the delivery by whatever means of any treated or untreated water outside the drainage basins which exist within the boundaries of Athens-Clarke County, Barrow County, Jackson County, and Oconee County.

(m) "Member County" shall mean each political subdivision which is a party to this Agreement which includes Athens-Clarke, Barrow, Jackson, and Oconee Counties, unless the governing authority of any such Member County pursuant to the provisions of the Act has adopted a resolution, at any time, declaring that such county shall not be a Member County under the Act. Such withdrawal by any Member County from the Authority shall not affect any previously incurred obligations with respect to the issuance of or payment of any bonds, certificates, or other obligations of the Authority.

(n) "Project" shall mean the planning, design, acquisition, construction, and management of the Bear Creek Reservoir as herein described; the acquisition of any interest in real property surrounding the Bear Creek Reservoir including watershed areas and all necessary and usual water facilities useful for obtaining one or more sources of water supply; the sale of water to wholesale

users which are the Member Counties for the purpose of resale, inside and outside the territorial boundaries of the Member Counties; water conservation and environmental mitigation; and the management, operation, maintenance, additions, improvements, and extensions of such facilities so as to assure adequate water utility systems deemed by the Authority to be necessary or convenient for the efficient operation of such undertaking. The Authority may acquire property for recreation. This Project encompasses all work required to develop a reliable source of raw (untreated) water. This work includes the construction of a dam across Bear Creek at a point approximately 1,000 feet upstream of the confluence with Little Bear Creek, a spillway and associated outlet works, the reservoir, a dike along Highway 330, relocation of a natural gas pipeline, clearing, road and bridge construction for the relocation of Savage Road, cemetery, relocation, Middle Oconee River intake and pumping station, raw water main from the Middle Oconee River to the reservoir, and one or two raw water pumping stations located at the downstream base of the dam and/or at another appropriate location. The only pipelines included in the Project will be the raw water main from the Middle Oconee to the Reservoir and the associated piping connecting the raw water withdrawal structure in the Reservoir to any raw water pumping station located at the Reservoir. The Project will end at a line located five feet outside of the exterior wall on the discharge side of the raw water pumping station. The Project shall not include any right of way acquisition for construction of raw or

treated water transmission mains to deliver water to any Member County's distribution system. The Project is estimated to cost approximately twenty-one million eight hundred thousand (\$21,800,000.00) Dollars.

(o) "Site County" shall mean any county within which the Authority causes to be located a reservoir or any facility or improvement for which a real estate interest in property is acquired, by condemnation or purchase, for the Project.

(p) "Uncontrollable Forces" means any cause beyond the control of the Authority which by the exercise of due diligence the Authority is unable to prevent or overcome, including, but not limited to, failure or refusal of any other person or entity to comply with then existing contracts with the Authority or with a Member County, an act of God, fire, flood, explosion, strike, sabotage, pestilence, an act of the public enemy, civil military authority, including court orders, injunctions, and orders of governmental agencies with proper jurisdiction, insurrection or riot, an act of the elements, failure of equipment, or inability of the Authority or any Contractors engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, or inability of the Authority to sell or issue its bonds or notes.

(q) "Water Supply Year" shall mean the Authority's fiscal year which is a calendar year, except that the first Water Supply Year shall begin on the date the Authority has an obligation to

provide water as determined in accordance with the provisions of Section 101, hereof.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER COUNTIES

Section 201. Water Supply.

The Authority shall provide or cause to be provided and each Member County may take from the Authority its Entitlement Share of the Water Supply pursuant to Section 306. The Authority will be responsible for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining the Project as necessary to effect the delivery and sale of such Water Supply to each Member County.

Section 202. Annual Project Budget.

The Authority will prepare and submit to each Member County a proposed Annual Project Budget at least one hundred twenty (120) days prior to the beginning of each Water Supply Year. Each Member County shall then submit to the Authority, within forty-five (45) days from the date of the proposed Annual Project Budget, any matters or suggestions relating to the Budget which the Member County may care to present. The Authority shall then proceed with the consideration and adoption of such Budget not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of such Water Supply Year and shall cause copies of such adopted Budget to be delivered to each Member County; provided, however, the Budget for the first Water Supply Year shall be prepared,

considered, adopted and delivered in the most practicable manner available in the discretion of the Authority. As required from time to time during any Water Supply Year after thirty (30) days notice to each Member County, the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year.

Section 203. Reports.

The Authority will prepare and issue to each Member County the following reports monthly during each Water Supply Year:

- (1) A Financial and Operating Statement relating to the Project;
- (2) Status of Annual Project Budget;
- (3) Status of construction budget of the Project during construction; and
- (4) Analysis of operations relating to the Project.

Section 204. Records and Accounts.

The Authority will keep accurate records and accounts for the Project as well as of the operations of the Authority in accordance with generally accepted accounting principles and the provisions of the Act. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants to be submitted to the Authority as soon as practicable after the end of each fiscal year. All transactions of the Authority relating to the Project with respect to each Water Supply Year shall be subject to such an audit. Each Member County shall have the right to access the books

and records of the Authority upon reasonable written notice to the Authority.

Section 205. Water Supply Planning.

Each Member County will keep the Authority advised on all matters relating to the Member County's water supply planning, including, but not limited to, future water requirement forecasts.

Section 206. Environmental Protection and Watershed Protection District.

Each Member County, which as a result of the construction of the Project, including construction of its reservoir and dam, contain a watershed protection area, shall enact zoning ordinances including an ordinance establishing a Watershed Protection District pursuant to the requirements of all applicable state laws and Section 404 of the Clean Water Act. Each such Member County shall enforce its watershed protection ordinances which were enacted as a result of construction of this Project and shall at no time amend its zoning ordinances to permit any land use activity which would violate any rule or regulation of the Environmental Protection Division of the Department of Natural Resources or would be inconsistent with maintaining and protecting adequate water quality in the reservoir.

Section 207. Adjustment of Billing.

At the end of each Water Supply Year the Authority shall determine if the aggregate amount paid by each Member County under Section 306, hereof, to provide recovery of all the Authority's costs during such Water Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been

paid by each Member County in excess of the amount which should have been paid by each Member County shall be credited on the Billing Statements to each Member County for the remaining month or months of the Water Supply Year next succeeding the Water Supply Year for which such adjustment was determined to have been necessary. In the event any Member County is found to be deficient in the amount which it should have paid then ten percent of the amount of any deficiency shall be added to each of the next ten Billing Statements for the Member County. In the event that the failure of a Member County to pay its Entitlement Share of Annual Project Costs in accordance with this Agreement shall have resulted in the application of amounts in any reserve or working fund under the Bond Resolution to the payment of costs payable from such reserve or working fund and the other Member Counties shall have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member County for application to such past due payments shall be credited on the Billing Statements of such other Member Counties in the next month or months as shall be appropriate.

Section 208. Disputed Monthly Billing Statement.

In case any portion of any monthly Billing Statement received by a Member County from the Authority shall be in bona fide dispute, the Member County shall pay the Authority the full amount of such monthly Billing Statement and, upon determination of the correct amount, the difference between such correct amount and such

full amount, if any, will be credited to the Member County by the Authority after such determination. In the event such monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member County with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member County of such dispute.

Section 209. Sources of Member County's Payments.

The obligations of the Member County to make the payments to the Authority under this Agreement shall constitute general obligations of the Member County for the payment of which the full faith and credit of the Member County shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Agreement. The Member County will annually in each and every fiscal year during the term of this Agreement include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Agreement until all payments required under this Agreement have been paid in full. Nothing shall prohibit, however, a Member County from making such payments or provisions for such payments from the revenues of the water system of the Member County or from other funds thereof, including the resale of water to other counties, municipalities and public authorities. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member County, then the Member County shall appropriate on the accounts of the

Member County in each fiscal year the amounts required to pay the obligations called for under this Agreement. The amount of the appropriation in such fiscal year to meet the obligations of this Agreement shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Agreement, and such appropriation shall have the same legal status as if the Member County had included the amount of the appropriation in its general revenue or appropriation measure.

Section 210. Short Term Interbasin Transfers and Sales of Water and Resales of Water Outside the Geographical Boundaries of the Member Counties.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) Subject to the provisions of this Section and the Act, the Authority will permit certain "short term" interbasin transfers of (raw or treated) water and "short term" resales of (raw or treated) water outside the geographical boundaries of the Member Counties. A short term interbasin transfer of water and a short term resale of water outside the geographical boundaries of the Member Counties is defined as any interbasin transfer of water or any resale of water outside the geographical boundaries of the Member Counties by a Member County of all or any portion of the output and services represented by such Member County's Entitlement Share to any person

or entity for a time period not to exceed ten (10) years; provided however that any agreement relating to such permitted transfer or resale of water by a Member County for a stated term of ten (10) years or less shall in such agreement provide that the term of the agreement will automatically be reduced as necessary to prevent a conclusion under any applicable law or the rules and regulations of the State of Georgia that such transfer of water for such term constitutes a sale of such Member County's Entitlement Share. Prior to any such sale, the Authority will have the right to obtain adequate assurances that no person or entity will acquire vested rights to any Member County's Entitlement Share under any applicable law.

(c) Except as to a Sale of a Member County's Entitlement Share of the Project under Section 211, under no circumstances shall there be any short term interbasin transfer of water or any short term resale of water outside the geographical boundaries of the four Member Counties for any term (original term plus any renewal term) longer than ten (10) years. It is the intention of the Authority and the Member Counties that the Member Counties shall have an opportunity on at least a ten (10) year basis to have a right to first refusal to any other Member County's excess raw or treated water.

(d) As required under the Act, any short term proposed interbasin transfer of water resources except in the event of a bona fide water emergency or any short term resale of water outside of the geographical boundaries of the Member Counties shall be

offered to all Member Counties in proportion to their Entitlement Shares to the water (raw water and/or treated water) pursuant to the provisions of the Act, this Agreement and, if applicable, the Water Treatment and Transmission Agreement entered into between the Authority and Oconee, Barrow, and Jackson Counties ("Water Treatment and Transmission Agreement). Upon such an offer, the Member Counties shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water before it may be transferred outside the basin. Member Counties shall have the right to waive their right to first refusal. In that event, the remaining Member Counties shall be offered such Member County's respective pro rata share in proportion to their Entitlement Shares.

(e) Each Member County expressly agrees that any offer of water if made by Jackson County, Oconee County, or Barrow County may include in the offer, at the option of such Member County, the uniform rate established by the Authority for such Member County's "treated" water under this Section and the applicable provisions of the Water Treatment and Transmission Agreement .

(f) The short term sale of water from one Member County to another shall be offered at the uniform rate established for the sale of water to Member Counties by the Authority as required by the Act. The Authority has established the uniform rate for this Project applicable to short term sales of water between Member Counties as the uniform rate the Member Counties negotiate with one

another; provided however, that such negotiated uniform rate shall be the same rate for all Member Counties.

(g) Interbasin transfers in a bona fide water emergency shall be allowed provided they are limited to sixty (60) days in any calendar year and are approved by the Member Counties.

(h) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold on a short term basis pursuant to this Section, that Member County's Entitlement Share shall not be reduced, and the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such short term sale had not been made.

Section 211. Sale of a Member County's Entitlement Share of the Project.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) In the event any Member County proposes to offer for sale all or any part of such Member County's Entitlement Share of the Project, before such Member County shall make an interbasin transfer or sell or transmit the water (raw and/or treated) resources of the Authority outside of the geographical boundaries of the four Member Counties, it must first offer it to all Member Counties at a uniform rate established by the Authority in proportion to their Entitlement Shares to the water ("raw and/or treated") pursuant to this Agreement and the Act. Upon such an

offer, each Member County shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water. Member Counties shall have the right to waive their right of first refusal.

(c) Each Member County expressly agrees that such offer of Entitlement Share of the water, if made by Jackson County, Oconee County, or Barrow County, may include in the offer, at the option of such Member County, the Member County's Entitlement Share of the Project under the Water Treatment and Transmission Agreement. In that event, the valuations of the Member County's Entitlement Share of the output and services of each Project shall be determined under the provisions of the Agreement relating to each Project; provided however, the valuations required to be made in any arbitration proceeding under this Section and Section 211 of the Water Treatment and Transmission Agreement may be made in the same arbitration proceeding, if agreed to by all the Member Counties participating in the arbitration.

(d) As required under the Act, the sale of Entitlement Share from one Member County to another shall be at the "uniform rate" established for the sale of water to Member Counties by the Authority. The ninety (90) day offer period required under the provisions of the Act shall commence at the time the uniform rate is established by the Authority pursuant to the procedures set forth in this Section. The uniform rate established by the Authority for the sale of a Member County's Entitlement Share for

the remainder of the term of this Agreement under Section 211 of this Agreement and the Act shall be determined as follows:

(1) The uniform rate which will be offered to all Member Counties in proportion to their respective Entitlement Shares shall be the higher of the two rates determined by the Authority utilizing the following two valuation methods:

(A) The rate determined to be "fair value, but not necessarily fair market value" for the Member County's Entitlement Share of the output and services of the Project through arbitration conducted pursuant to this Section; or

(B) The rate determined to be the Member County's investment in the Project computed by totalling the actual Costs of the Project, as defined in Section 102 (i), paid or incurred by the Member County for the Project plus an additional amount for each year based on the Consumer Price Index for each year published by the U.S. Department of Labor, Bureau of Labor Statistics.

(2) The arbitration shall be administered by the Authority. The Member County offering to sell its Entitlement Share of the Project shall have the right to select one (1) arbitrator and the three remaining Member Counties shall have the right to select one (1) arbitrator to represent them and the two (2) arbitrators selected by the parties shall select one (1) arbitrator. The vote of two of the three arbitrators selected shall control and their decision on the "fair value, but not necessarily fair market value" of the Member County's Entitlement Share shall be final for the purpose of this Section only. In the event that the two (2)

arbitrators chosen by the Member Counties cannot agree on a third, then such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the four Member Counties upon application by the Authority.

(3) The highest rate established by the valuation methods set forth in subsection (d)(1)(A) and (B) of this Section shall establish the uniform rate which shall be offered to the Member Counties in the manner set forth in this Section. In the event any Member County does not accept the offer within ninety (90) days, the selling Member County may offer its Entitlement Share of the Project to any other non-member person or entity as permitted under the Act and applicable law; provided however, that in the event such Member County receives an offer from any other non-member person or entity, the selling Member County shall be required to give the remaining Member Counties thirty (30) days to match the offer it received from the non-member person or entity, and if such offer is accepted by any of the remaining Member Counties, an additional ninety (90) days to commence the acquisition of their proportionate share of such Member County's Entitlement Share of this Project.

(e) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold pursuant to this Section the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such sale had not been made.

Section 212. Payments to Site Member Counties.

(a) The Authority shall make an annual payment on or before November 15 of each year to any site county within which is constructed a reservoir or any facility or improvement for which a real estate interest in property is acquired, by condemnation or purchase, by the Authority pursuant to Section 14 of the Act. The amount of this payment shall be at least a payment not less than the payment amount provided for under Section 14 of the Act. The Authority agrees to make an annual payment to each site county in lieu of ad valorem taxes for the value of its real estate interest in property acquired by the Authority based upon the following calculation:

(1) For all tax years subsequent to the initial tax year commencing January 1, 1996, each site county shall receive payment in lieu of ad valorem taxes in accordance with the following calculation: the final assessed values for land and improvements for all property in which the Authority has acquired a real estate interest will be added together to form the "base assessment rate" for the Authority property under this Section. The aggregate total of final assessed land values (shall not include improvements) for the neighborhood assessment district in each site county, as established for the purpose of this Section, will be used to establish the "neighborhood assessment district rate" in the initial year and each subsequent year. From and after January 1, 1996, a ratio shall be established between the base assessment rate for the property in which the Authority has acquired a real estate

interest in the site county and the site county neighborhood assessment district rate for a particular year. The base assessment rate for the Authority property shall be adjusted each year upward or downward in consonance with the final adjustment that occurs in the neighborhood assessment district. The Authority's property base assessment rate as adjusted from year to year shall then be multiplied by the millage rate as finally established for state, county, municipal and school district purposes by the site county. The product produced by this calculation shall constitute the amount the Authority shall pay to the site county in lieu of ad valorem taxes due from the Authority each year to the site county.

(2) The neighborhood assessment district for Jackson County contains all parcels of land which are located on January 1, 1996 on Jackson County tax maps 44, 45, 58, and 59, attached hereto and incorporated herein by reference as Exhibit "B", except for the base assessment property in which the Authority has acquired a real estate interest. It is the intention of the parties that in the event the tax maps are revised in the future the parcels of land which are currently located on the above-referenced tax maps and are designated as a part of the neighborhood assessment district shall continue to represent the neighborhood assessment district during the full term of this Agreement.

(3) In the event that the Authority acquires a real estate interest in property in any other Member County, the Authority and the site county shall at that time establish a base assessment rate

for the property and a neighborhood assessment district for the purposes of determining the annual payment to such site county in lieu of ad valorem taxes for such property acquired by the Authority.

(b) As provided for under the Act, the Authority shall provide in its Annual Project Budget each year such additional payments to site counties to reimburse the site county for the reasonable direct costs associated with the site county providing services to the Authority relating to the implementation and enforcement of all Authority approved watershed protection programs and ordinances and other laws required by the 404 Permit relating to the Project or such other additional costs as it deems appropriate.

(c) In order to assist the Authority in its obligation to prepare an Annual Project Budget each year on a timely basis, each site county shall prepare and submit to the Authority by June of each year a projection of the value of such property as determined by the valuation procedure established in the Act and this Section. Each site county shall submit to the Authority the ad valorem tax value of such property for the current tax year once the site county adopts its millage rate for that current tax year and the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year. Each site county may also submit to the Authority by June of each year such other additional costs for services or other costs which the Authority has agreed or may agree to pay for the current Water

Supply Year, subject to the right of the Authority to determine to its satisfaction that the services are necessary, the costs for the services are reasonable, and the costs for the services have been substantiated by the site county to the satisfaction of the Authority.

Section 213. Cash Contribution.

Athens-Clarke County agrees to pay to the Authority in cash Athens-Clarke County's Entitlement Share of the Cost of Acquisition and Construction of the Project. The initial cash payment shall be made prior to the issuance of the Bonds in an amount equal to the estimated Cost of Acquisition and Construction at the time of the delivery of the Bonds after taking into account interest earnings expected to be earned on said monies. The initial cash payment may be cash or an irrevocable letter of credit in the form approved by the Authority. The cash contribution shall be maintained in a separate account from the bond proceeds in the manner set forth in the Bond Resolution.

ARTICLE III

WATER FROM THE PROJECT

Section 301. Ownership of Project.

The Authority will issue the Bonds in one or more series from time to time under the Bond Resolution to finance the Project and shall own the Project. The Authority will cause to be delivered or make available for delivery to the Member Counties during each month of each Water Supply Year its Entitlement Share of the output

and services of each facility of the Project during the term of this Agreement.

Section 302. Costs of the Project.

(a) The Project will, for purposes of accounting for the Authority's costs and charges to the Member Counties, be separated into: (i) costs of Acquisition and Construction of the Project, and (ii) Annual Project Costs.

(b) The Authority's costs of providing to each of the Member Counties their Entitlement Share of the Project will be accounted for as described in Section 305, hereof.

Section 303. Operation and Maintenance.

The Authority covenants and agrees that it will operate, maintain and manage the Project or cause the same to be operated, maintained and managed in an efficient and economical manner. Pursuant to the provisions of the Act, the Authority shall prescribe rules and regulation for operation of the Project including the basis on which water transmission shall be furnished to the Member Counties.

Section 304. Insurance.

The Authority shall maintain or cause to be maintained, in force for the benefit of the parties hereto, as their interest shall appear, as Costs of Acquisition and Construction or Annual Project Costs, such insurance with respect to the Project as shall be available and as is usually carried by similar authorities constructing and operating water supply facilities.

Section 305. Charges and Billings for the Project.

(a) The Authority will establish fair and nondiscriminatory charges for all output and services provided by the Authority to the Member Counties relating to each facility of the Project designed to recover all of the Authority's costs allocable to such facility commencing with the Commercial Operation Date of such facility or the date to which interest has been capitalized on Bonds allocable to such facility, whichever is the earlier, as set forth in the Annual Project Budget, or the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and such costs shall include Annual Project Costs.

(b) The Annual Project Costs allocable to the facilities of the Project shall include at least the following items of cost and expense:

(1) "Annual Project Fixed Charges for Bond Debt Service," which means:

(A) the amount which the Authority is required under the Bond Resolution to pay or deposit into any fund or account established by the Bond Resolution for the payment of Debt Service and any reserve requirements for Bonds;

(B) the amount [not otherwise included under any item of this Section 305(b)] allocable to the Project which the Authority is required under the Bond Resolution to pay or deposit during such Water Supply Year into any other fund or account established by the Bond Resolution, and shall include, without limitation, any such amounts required to make up any deficiency in

any reserve fund or working fund required or permitted by the Bond Resolution resulting from a default in payments by any Member County or Member Counties of amounts due under this Agreement with the Authority; and, amounts which must be realized by the Authority for coverage of Debt Service as may be required by the Bond Resolution.

(2) "Annual Fixed Charges for other than Bond Debt Service," which means amounts which the Authority deems necessary to pay or deposit into a reserve for renewals and replacements.

(3) "Other Annual Project Costs," which means:

(A) all costs of producing and delivering water from the Project and providing each Member County its Entitlement Share which shall be separated into the following categories:

(i) "fixed operating and maintenance costs for the Project" including ordinary operation and maintenance costs for the operation and maintenance of the Project, and provisions for reserves therefor, that are relatively fixed during the year and do not change appreciably when the volume of water production or pumping changes. These costs can be billed to each Member County according to their Entitlement Share. The fixed operation and maintenance costs include but are not limited to: dam maintenance and inspections, reservoir and watershed maintenance, other maintenance for water quality purposes, operation and maintenance of pumping system structures, equipment and pipelines associated with the reservoir, salary and expenses for a reservoir/recreation area manager and staff, wetland mitigation management,

environmental monitoring, utilities not related to pumping systems, and any other fixed charges payable by the Authority in connection with the output and service of the Project that should not be significantly affected by changes in water consumption;

(ii) "Variable operation and maintenance costs for the Project" which include those operation and maintenance costs that vary directly with the volume of water production or pumping. These costs shall be billed to each Member County on a unit cost basis (per thousand gallons purchased). The unit cost billing rate will be determined at the beginning of each budget period.

(iii) "administrative and general management costs of the Authority", including but not limited to, all operation and maintenance costs related to the operating and conducting of the business of the Authority, including, insurance, salaries and expenses for executive director and administrative staff, fees for legal, engineering, accounting, and other services and all other expenses properly related to the conduct of the affairs of the Authority and such other general administrative overhead. These costs shall be billed to Member Counties according to their Entitlement Shares; and

(iv) Athens-Clarke County agrees to pay the actual costs of the pumping equipment and raw water pumping structure that are used for the sole purpose of pumping raw water to its water treatment facility located in Athens-Clarke County. Athens-Clarke County will not be required to pay any portion of the costs of pumping equipment and raw water pumping structure that are not used by

Athens-Clarke County in any way to pump raw water to its water treatment facility. If a common raw water pumping station structure is used by all four Member Counties, then all four Member Counties shall pay for such raw water pumping station structure in accordance with their respective Entitlement Shares. However, in that event, the actual cost of the pumping and other mechanical equipment installed in such common structure will be paid for by each Member County in accordance with the actual intended use of the equipment. Athens-Clarke County agrees to pay any costs associated with the pumping equipment and structures to the Authority in accordance with the provisions of Section 213.

(B) amounts required of the Authority by the provisions of the Bond Resolution to pay the cost of or to provide reserves for: (i) extraordinary operating and maintenance costs, and the prevention or correction of any unusual loss or damage to keep the Project in good operating condition or to prevent a loss of revenue or output therefrom; (ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary to keep the Project in good operating condition or to prevent a loss of revenues or output therefrom; and (iii) any major additions, improvements, repairs or modifications to the Project required by any state or federal agency having jurisdiction over the Project or any facility thereof to the extent that the Authority is not reimbursed therefor from the proceeds of insurance or funds for such payment are not available to the Authority therefor from any funds or accounts established under the Bond

Resolution, or funds for such payment are not provided or to be provided by the issuance of Additional Bonds pursuant to Article IV of this Agreement.

(c) The Authority shall bill each Member County each month during each Water Supply Year by providing each Member County with a Billing Statement for such month in accordance with the charges established pursuant to the provisions of this Section 305. Such Billing Statement shall set forth, among other things, the sum to be paid for such month by each Member County for its Entitlement Share of the output and services of the Project, and such sum shall equal the Member County's Entitlement Share of that amount of Annual Project Costs, as estimated in the then current Annual Project Budget, which the Authority is required pursuant to the Bond Resolution to accrue, pay or set aside during each month; provided, however for that portion of the Annual Project Costs consisting of Annual Project Fixed Charges for Bond Debt Service only, subject to Section 504 hereof, the Entitlement Share of the Member Counties are as follows:

<u>MEMBER COUNTY</u>	<u>ENTITLEMENT SHARE %</u>
ATHENS-CLARKE	0%
BARROW	34%
JACKSON	45%
OCONEE	21%

Such monthly Billing Statement shall include any credit due a Member County or deficiencies owed by a Member County and such

Billing Statement shall be paid by the Member County on or before the tenth day from the date of such bill. Amounts due and not paid by the Member County on or before said day shall bear an additional charge of one (1) percent per month until the amount due is paid in full. For budgeted costs included under the Fixed Operation and Maintenance Costs and administrative and general management costs, each Member County shall be billed a fixed monthly amount calculated by multiplying the total budgeted amount by the Member County's Entitlement Share of the Project. If, at the end of the Water Supply Year, the actual expenditures are less than the budgeted amount, each of the Member Counties shall receive a credit equal to the total surplus multiplied by each Member County's Entitlement Share. If, at the end of the Water Supply Year, the actual expenditures are greater than the budgeted amount, each of the Member Counties shall be assessed an amount equal to the total deficit multiplied by each Member County's Entitlement Share. For budgeted costs included under the Variable Operation and Maintenance Costs, the Authority shall develop a billing rate for water consumption designed to recover these costs. Each Member County will be billed monthly for actual water consumption at the established billing rate. If, at the end of the Water Supply Year, the actual expenditures are less than the amount billed, each Member County shall receive a credit equal to the total surplus multiplied by each Member County's proportion of the total water consumption. If, at the end of the Water Supply Year, the actual expenditures are greater than the amount billed, each Member County

shall be assessed an amount equal to the total deficit multiplied by each Member County's proportion of total water consumption. At the end of each Water Supply Year, adjustments of billing shall be made in accordance with Section 207, hereof.

(d) At such times as the Authority issues Additional Bonds in accordance with the provisions of Article IV, hereof, the Authority will increase such elements of Annual Project Costs as are necessary and each Member County shall pay its Entitlement Share of such increased charges pursuant to the provisions of Section 306, hereof.

Section 306. Project Entitlement and Payment Obligations.

(a) Each Member County shall be entitled to receive its Entitlement Share of the output and services of the Project and all services provided by the Authority in accordance with the provisions of Section 305, hereof, as may be available during the term of this Agreement. Each Member County shall be allowed to withdraw its Entitlement Share of the EPD approved Established Yield of the water supply for the Project on the following basis:

(1) The maximum quantity that may be withdrawn by any Member County on an average annual basis shall be limited to a quantity equal to the EPD approved Established Yield of the Project multiplied by the Member County's Entitlement Share of the Project. Established Yield means the maximum rate of withdrawal which can be sustained during critical dry periods as established by a mathematical simulation of the reservoir operation as it would have occurred during the worst historic drought for which applicable

streamflow records are available. For example, if the EPD approved Established Yield is 52 million gallons per day (MGD) and the Member County's Entitlement Share is 44%, the Maximum Allowable Average Annual Withdrawal for that Member County would be:

$$\begin{aligned} \text{Maximum Allowable Average Annual Withdrawal} &= 52 \text{ MGD} \times \\ 0.44 &= 22.88 \text{ MGD; and} \end{aligned}$$

(2) The maximum quantity that may be withdrawn by any Member County during any calendar month shall be limited to the Maximum Allowable Average Annual Withdrawal multiplied by an allowable monthly peaking factor of 1.1. For example, if the Member County's Maximum Allowable Average Annual Withdrawal is 22.88 MGD, the Maximum Allowable Monthly Average Withdrawal would be:

$$\begin{aligned} \text{Maximum Allowable Monthly Average Withdrawal} &= 22.88 \text{ MGD} \\ \times 1.1 &= 25.17 \text{ MGD; and} \end{aligned}$$

(3) The maximum quantity that may be withdrawn by any Member County during any day shall be limited to the Maximum Allowable Average Annual Withdrawal multiplied by an allowable daily peaking factor of 1.5. For example, if the Member County's Maximum Allowable Average Annual Withdrawal is 22.88 MGD, the Maximum Allowable Daily Average Withdrawal would be:

$$\begin{aligned} \text{Maximum Allowable Daily Withdrawal} &= 22.88 \text{ MGD} \times 1.5 = \\ 34.32 \text{ MGD.} \end{aligned}$$

(4) An example of the computation of the above formulas applicable to each Member County is attached hereto as Exhibit "A".

(b) Each Member County shall pay its Entitlement Share of Annual Project Costs set forth in the monthly Billing Statements

submitted by the Authority to each Member County in accordance with the provisions of Section 305, hereof, whether or not the Project or any part thereof has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatever.

(c) The Authority and Member Counties agree that on the last day of the fifty-year term of this Agreement, the right to the percentage Entitlement Share of the Project that each Member County has on the last day of the fifty-year term of the Agreement shall be fully vested in each of the Member Counties; provided, however, that each Member County's right to be vested with its percentage Entitlement Share is expressly contingent upon the requirement that each Member County is not in default under the Agreement and is a member of the Authority at that time.

Section 307. Pledge of Payments.

All payments required to be made by each Member County pursuant to the provisions of this Article III, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged to secure the payment of the Authority's Bonds.

Section 308. Payment as Operating Expense of the Member County.

So long as a Member County shall have the right to receive its Entitlement Share from the Project, and the Member County's Entitlement Share of Annual Project Costs is payable, in whole or in part, from the Member County's water system, such costs shall be paid by the Member County as a cost of purchased water for the Member County's water system and as an expense of operation and maintenance thereof.

ARTICLE IV

ADDITIONAL BONDS

Section 401. Issuance of Additional Bonds.

(a) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event, for any reason, the proceeds derived from the sale of the initial series of Bonds and from the cash contributions paid to the Authority under Section 213 shall be insufficient for the purpose of completing the Project.

(b) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event funds are required to pay the costs of: (i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, to keep the Project in good operating condition or to prevent a loss of revenues therefrom; and (ii) any major additions, improvements, repairs, or modifications to the Project required by

any state or federal agency having jurisdiction over the Project or any facility thereof.

(c) Any such additional Bonds shall be secured by assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and sufficient to provide such reserves as may be reasonably determined by the Authority to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 401 and secured by assignment of payments to be made in accordance with the provisions of this Section, may rank pari passu as to the security afforded by the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 402. Issuance of Refunding Bonds.

In the event the Annual Project Costs to the Member Counties for the Project may be reduced by the refunding of any of the Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of the Authority, to refund any Bonds, the Authority may issue and sell refunding Bonds to be secured by

assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement and the Act, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provisions of this Agreement, any such Refunding Bonds issued in accordance with the provision of this Section and secured by assignment of such payments may rank pari passu as to the security afforded by the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 403. Adjustment of Annual Project Costs.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Agreement, the payment of which is secured by assignment of payments made pursuant to the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefore, exceed the aggregate amount required for the purposes for which such Bonds were issued, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE V

DEFAULT

Section 501. Event of Default.

Failure of any Member County to make to the Authority any of the payments for which provision is made in this Agreement shall constitute a default on the part of such Member County.

Section 502. Continuing Obligation, Right to Discontinue Service.

Notwithstanding any provision of this Agreement to the contrary, in the event of any such default, the Member County shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the Member County any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Agreement against the Member County, and the Authority may, upon sixty (60) days written notice to the Member County, cease and discontinue providing all or any portion of the Member County's Entitlement Share of the water supply.

Section 503. Levy of Tax for Payment.

In the event of such default by any Member County, the Member County shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Agreement in each year over the remainder of the life of this Agreement and the Authority

shall have the right to bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member County sufficient in amount to provide such funds annually in each year of the remainder of the life of this Agreement.

Section 504. Transfer of Water Pursuant to Default.

In the event of a default by a Member County, the Authority shall transfer, on a pro rata basis to all other Member Counties which are not in default, the defaulting Member County's Entitlement Share of the output and services of the Project which shall have been discontinued by reason of such default, and the pro rata portion of such Entitlement Share of the defaulting Member County so transferred shall become a part of and shall be added to the Entitlement Share of each such transferee Member County, and the transferee Member County shall be obligated to pay for its Entitlement Share, increased as aforesaid, as if the Entitlement Share of the transferee Member County, increased as aforesaid, had been stated originally as the Entitlement Share of the transferee Member County in this Agreement with the Authority.

Section 505. Other Default by Member Counties.

In the event of a failure of any Member County to pay all amounts due to the Authority under the Agreement or in the event of a default by the Member County under any other covenant, agreement or obligation of this Agreement, subject to the Arbitration

permitted in Section 508 hereof, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Member County.

Section 506. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this Agreement, subject to the Arbitration permitted in Section 508 hereof, each Member County may bring any suit, action or proceeding in law or in equity, including mandamus, injunction, and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation or this Agreement against the Authority. Default by the Authority shall not release any Member County of its liability for payment of amounts specified in Section 305(b)(1) hereof.

Section 507. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member County shall continue as though no such proceedings had been taken.

Section 508. Arbitration.

If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with this Agreement, except as to the payments

required to be made pursuant to the provisions of paragraph 306(b) hereof and the Authority's rights and remedies in law or equity in the event of a Member County's default under this Article, the obligation for which shall be absolute and unconditional as to each Member County, such a disagreement or dispute may be immediately submitted to non-binding arbitration if all parties consent to arbitration. The Member County involved in the dispute with the Authority shall select one (1) arbitrator and the Authority shall select one (1) arbitrator and the two (2) arbitrators selected shall select a third arbitrator; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the three Member Counties upon application by the parties hereto. In the event that more than one Member County is involved in a dispute with the Authority relating to the same issues, such Member Counties shall have the right to join in the same arbitration proceeding with the Authority but in such event shall join together to select only one (1) arbitrator. The vote of two of the three arbitrators selected shall control. The arbitration shall be non-binding unless all parties to the arbitration agree that it will be binding.

ARTICLE VI

MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.

(a) The Authority may temporarily interrupt or reduce deliveries of water to the Member Counties if the Authority determines that such interruption or reduction is necessary in case of emergencies or in order to install equipment in or make repairs to or replacements, investigations, and inspections or to perform other maintenance work on the Project. After informing the Member County regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, the Authority will to the best of its ability schedule such interruption or reduction at a time which will cause the least interference with the operations of the Member Counties.

(b) The Authority shall not be required to provide, or be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire or construct the Project.

Section 602. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of water delivered by the Authority under

this Agreement; provided, however, that each Member County may at its own cost install additional metering equipment to provide a check on that of the Authority.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority shall repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing or accounting of output shall be made to the Member County by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two (2%) percent above or below normal shall be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two (2%) percent above or below normal, then the reading of such meter previously taken for billing or accounting of output purposes shall be corrected for the period during which it is established the meter was inaccurate, but no correction shall be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority shall have any meter tested at any time upon written request of any of the Member Counties and, if such meter proves accurate within two (2%) percent above or below normal, the expense of such test shall be borne by any of the Member Counties requesting the test.

(d) The Authority shall notify the Member Counties in advance of the time of any meter test so that a representative of each of the Member Counties may be present.

Section 603. Liability of Parties.

The Authority and the Member Counties shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided that any liability which is incurred by the Authority through the operation and maintenance of the Project and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability shall become part of the Annual Project Budget.

Section 604. Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations adopted pursuant to the Act, which shall not be inconsistent with the provisions of the Act.

Section 605. Assignment of Agreement.

(a) This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties

to this Agreement; provided, however, that except as provided in the event of a default, and, except for the assignment by the Authority authorized hereby, neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of all other parties hereto, provided, however, that such consent shall not be withheld unreasonably. No assignment or transfer of this Agreement shall relieve the parties of any obligation hereunder.

(b) The Member Counties acknowledge and agree that the Authority may assign and pledge to the Trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to the Authority under the provisions of Article III of this Agreement and all payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement as security for the payment of the principal (including sinking fund installments) of, and premium, if any, and interest on all the Bonds, and, upon the execution of such assignment and pledge, such Trustee shall have all rights and remedies herein provided to the Authority, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such Trustee which shall be a third party beneficiary of the covenants and agreements of the Member Counties herein contained.

Section 606. Termination or Amendment of Agreement.

(a) This Agreement shall not be terminated by any party under any circumstances, whether based upon the default of any of the

other parties under this Agreement or any other instrument or otherwise except as specifically provided in this Agreement.

(b) This Agreement shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Agreement covering the purchase and sale of water hereunder upon which the owners from time to time of the Bonds shall have relied as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Bond Resolution, this Agreement shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

ARTICLE VII

FUTURE PROJECTS UNDERTAKEN BY THE AUTHORITY

Section 701. Future Projects.

The Authority may from time to time conduct studies and negotiations with respect to planning, designing, financing, construction, administering, operating, and maintaining or otherwise acquiring future facilities or rights to the output thereof in addition to those contemplated for the Project, and may make recommendations to the Member Counties that such future

facilities be undertaken by the Authority. If the Member Counties wish to participate in and the Authority wishes to undertake any such future facilities, such Member Counties shall execute a Agreement therefor with the Authority.

Section 702. Allocation of Costs.

Until the Authority shall undertake a future project, all general administrative operating and maintenance costs related to the operating and conducting of the business of the Authority shall be treated as Annual Project Costs of the Project and, upon the undertaking by the Authority of a future project, the Authority shall allocate an appropriate share of its general administrative and general expense to such future project. The percentage of the general administrative expenses allocated to each Project shall be determined by the Authority.

ARTICLE VIII

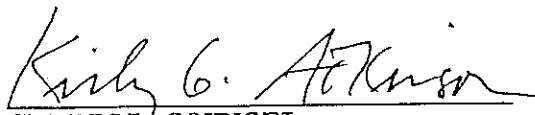
SEVERABILITY

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions

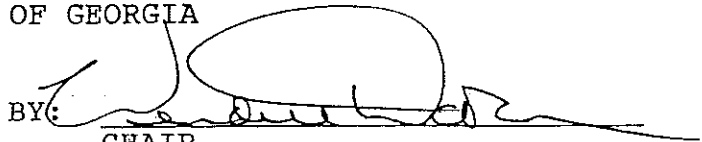
hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

IN WITNESS WHEREOF, the Upper Oconee Basin Water Authority of Georgia had caused this Agreement to be executed by its duly authorized officers and, by the execution hereof it is acknowledged that payments made under this Agreement may be assigned, as provided in Section 605(b), hereof, by the Authority to the Trustee to be designated in any Supplemental Bond Resolution as security for the payment of all Bonds of the Authority, as set forth in said Section 605(b), hereof, and the Authority has caused its corporate seal to be hereunto impressed and attested; each of the Member Counties have caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to each of the Member Counties is hereby acknowledge, all as of the day and year first above written.

APPROVED AS TO FORM:


GENERAL COUNSEL

UPPER OCONEE BASIN WATER AUTHORITY
OF GEORGIA

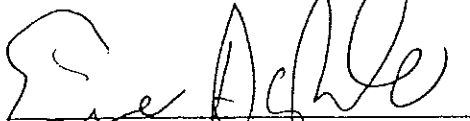
BY: 
CHAIR

ATTEST: 
SECRETARY-TREASURER

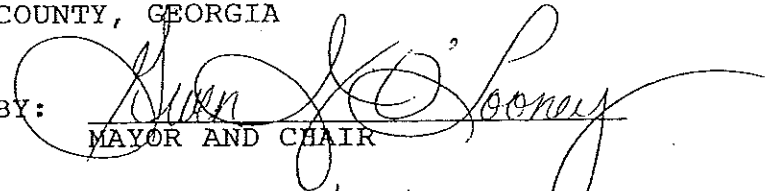
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UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY, GEORGIA

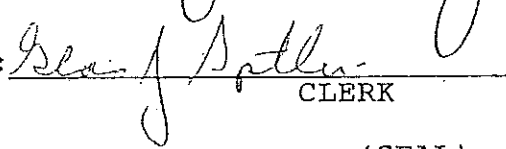
APPROVED AS TO FORM:


COUNTY ATTORNEY

BY:

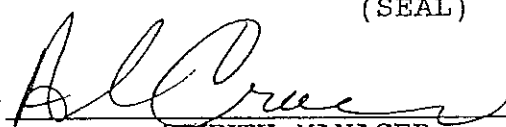

MAYOR AND CHAIR

ATTEST:


CLERK

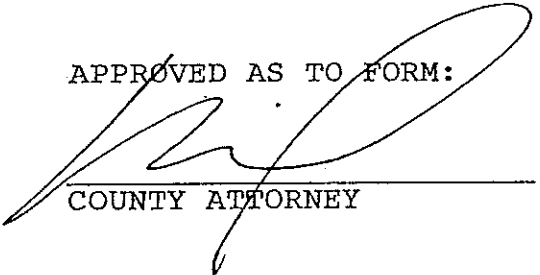
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ATTEST:

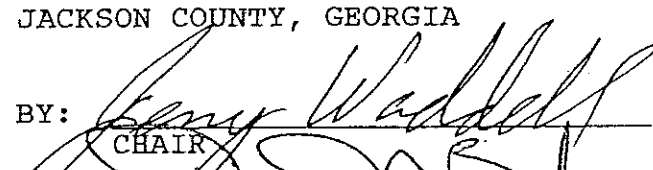

COUNTY MANAGER

JACKSON COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY

BY:


CHAIR

ATTEST:


CLERK

(SEAL)

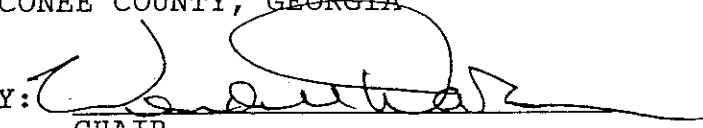
OCONEE COUNTY, GEORGIA

APPROVED AS TO FORM:

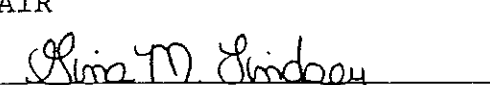

COUNTY ATTORNEY

Hayward

BY:


CHAIR

ATTEST:


CLERK

(SEAL)

BARROW COUNTY, GEORGIA

APPROVED AS TO FORM:

Will
COUNTY ATTORNEY

BY: *Judith M. Waitz*
CHAIR

ATTEST: *Michelle L Sims*
CLERK

(SEAL)

EXHIBIT "A"

Upper Oconee Basin Water Authority
Bear Creek Water Supply Reservoir

Example Computation of Water Supply Allotments

Assume the Established Yield for Total Project = 52 MGD
(Average Annual Withdrawal)

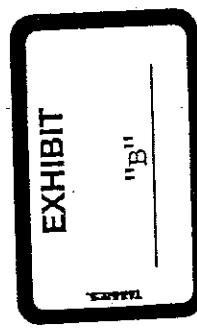
Maximum Allowable Average Annual Withdrawal for each Member County			
County	Project Total Yield (MGD)	Entitlement Share	Avg. Annual Withdrawal (MGD)
Athens-Clarke	52	0.44	22.88
Barrow	52	0.19	9.88
Jackson	52	0.25	13.00
Oconee	52	0.12	6.24

Maximum Allowable Monthly Average Withdrawal for each Member County Monthly Peaking Factor = 1.1				
County	Project Total Yield (MGD)	Entitlement Share	Peaking Factor	Max. Monthly Avg. Withdrawal (MGD)
Athens-Clarke	52	0.44	1.1	25.17
Barrow	52	0.19	1.1	10.87
Jackson	52	0.25	1.1	14.30
Oconee	52	0.12	1.1	6.86

Maximum Allowable Daily Withdrawal for each Member County Daily Peaking Factor = 1.5				
County	Project Total Yield (MGD)	Entitlement Share	Peaking Factor	Max. Daily Withdrawal (MGD)
Athens-Clarke	52	0.44	1.5	34.32
Barrow	52	0.19	1.5	14.82
Jackson	52	0.25	1.5	19.50
Oconee	52	0.12	1.5	9.36

NOTES	DATE	REVISION	BY	COUNTY JACKSON CO., GEORGIA
				CITY OR G.M.D. G.M.D. 1747
				SCALE 1" = 400'
				DATE 1965 - 1966
				PHOTO NO. 44

44
MAP NUMBER

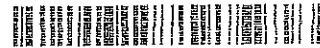


After Recording Return To:

Rhonda Bray, Public Utilities
Dept.

Winterville, GA 30157

8/2015 8/2020



Deed Doc: AGRE
Recorded 01/19/2016 08:56AM
Georgia Intangible Tax Paid: \$0.00
Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 04421 Pg 0166-0170

Penalty:

STATE OF GEORGIA,

ATHENS-CLARKE COUNTY

INTERGOVERNMENTAL LEASE AGREEMENT

Antenna Site

24545+ This Lease Agreement (the "Agreement"), made and entered into this 6 day of February, 2015, by and between City of Winterville, a Georgia municipal corporation, ("Lessor") and the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia, ("Lessee"),

WITNESSETH:

That for and in consideration of the mutual covenants, conditions and agreements hereafter set forth, Lessor and Lessee do hereby agree as follows:

1.

Lessor does hereby lease to the Lessee all that certain realty known and identified as a tract containing 0.03332 acres and being situate on parcels identified as "Lease 'A'" and "Lease 'B'" on survey and plat entitled "Proposed Lease Plan for AMI Antenna" dated June 11, 2014, last revised February 2, 2015, made by Unified Government of Athens-Clarke County Public Utilities Department, and having the boundaries as set forth on said plat (the "Lease Plat"); said plat being recorded in Plat Cabinet H, Folio 99F, in the Office of the Clerk of Superior Court of Athens-Clarke County, which is incorporated herein and made a part hereof by reference thereto (the "Leased Premises");

Also included hereby is the right of Lessee to have vehicular access to the Leased Premises upon and across Lessor's adjacent property identified on the Lease Plat as "City of Winterville Fire Dept. Maintenance Dept.,"

2.

Upon the effective date of this Lease, Lessee may enter into and shall for the term hereof have exclusive possession of the Leased Premises and shall use the Leased Premises for the purpose of, from time to time, constructing, installing, operating and maintaining an antenna

structure for the placement of electronic devices, including without limitation electronic transmission and receiving equipment related to the operation of the public water system of Lessee and all necessary utilities to serve such equipment, upon, over, under and across the Leased Premises. The parties hereto agree that the antenna structure and all related equipment shall not exceed 80 feet in height.

3.

The term of this lease shall be **Five (5)** years from the effective date hereof. Upon termination of this lease and upon the failure of the parties to negotiate an extension of said lease within 90 days prior to the expiration of said lease, Lessee shall remove all equipment and improvements that Lessee placed or constructed on the Leased Premises and shall leave the Leased Premises in the same condition as existed at the commencement hereof, ordinary wear and tear excepted. The Lessee will be given a period of 120 days for said removal.

4.

The consideration of the Lease shall consist of One Dollar paid by Lessee to Lessor and the mutual covenants set forth herein.

5.

Lessee's liability to Lessor or any persons claiming by or through Lessor for injury and/or damages shall be limited solely to that arising from operations and activities performed by Lessee, its employees, agents, contractors and subcontractors in pursuant to the terms of this Agreement.

6.

Should the Lessee fail to perform properly the covenants as herein agreed, or should Lessee sublet said premises without written consent of the Lessor, or assign this Lease in violation of this agreement, or otherwise violate any of the terms of this Lease, then Lessor may, at its option, terminate this Lease, and upon 120 days prior written notice to Lessee take immediate possession of leased premises, without waiving any rights that may have accrued at the time of the cancellations, or any claim for damages for breach of this Lease on the part of the Lessee.

7.

The parties agree that the Property is not a public accommodation during the term hereof, and neither party shall have responsibility to assure compliance with the Americans with Disabilities Act or any related statute or regulation.

8.

Notwithstanding anything to the contrary herein, this Lease shall not create or vest any estate or title in the Lessee to the leased premises, and the relationship created hereby is that of

landlord and tenant. The rights and remedies of the parties, except as otherwise stated, shall be governed by the laws of the State of Georgia.

9.

This written Lease agreement constitutes the entire and exclusive agreement of the parties hereto and any and all negotiations, representations, promises, covenants, and warranties made by any party prior to or contemporaneously with the signing hereof is merged and is unenforceable unless expressly set forth here in above. Any modification or amendment hereof, to be effective must be reduced to writing and executed by all parties with the same degree of formality as this writing.

10.

The Effective Date hereof shall be the date that the last party hereto executes this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

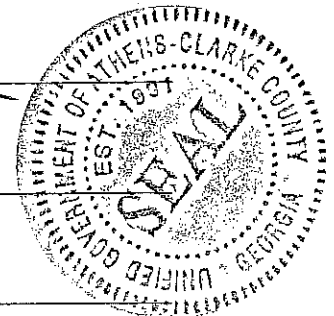
LESSOR:

UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA

By: Nancy B. Brown
Mayor

Attest: S. J. P. Allen
Clerk of Commission

Date of Execution: 8-6-2015



(SEAL)

LESSEE:

CITY OF WINTERVILLE, GEORGIA

By: Emily D. Brown
Mayor

Attest: Wendy L. Bond
Clerk

Date of Execution: 7/14/15

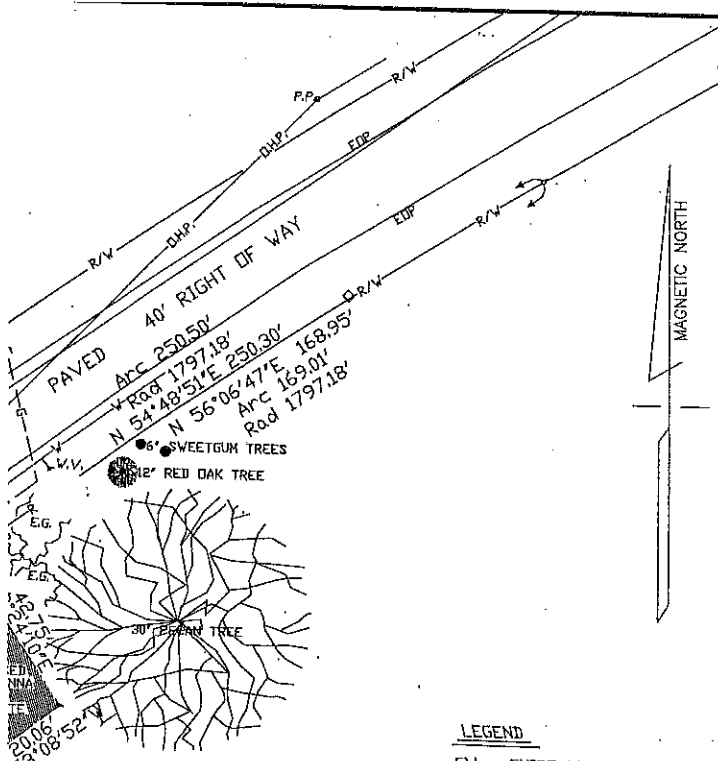
(SEAL)

Approved as to form:


Athens-Clarke County Attorney

EXHIBIT A

Map of Property



LEGEND

GW = GUIDE WIRE	S.D. = STORM DRAIN
UE = POWER (UNDERGROUND)	MHT = MANHOLE TOP
UNG. COMM. = COMMUNICATION (UNDERGROUND)	UNG. = UNDERGROUND
DHP = POWER (OVERHEAD)	C.B. = CATCH BASIN
G.M. = GAS MAIN	D.I. = DROP INLET
S.S. = SANITARY SEWER MAIN	S.S. = SANITARY SEWER
S.D. = STORM DRAIN PIPE	L.P. = LIGHT POLE
R. = PROPERTY LINE	N/F = NAIL FOUND
R/W = RIGHT OF WAY	N/S = NAIL SET
IPF = IRON PIN FOUND	MH = MANHOLE
W.M. = WATER MAIN	F.F. = FINISH FLOOR
W.V. = WATER VALVE	T.C. = TRAFFIC CONTROL
F.O. = FIBER OPTIC	F.H. = FIRE HYDRANT
Δ = CONTROL POINT (N/S/N/F)	DS = DOWN STREAM
MONU. = MONUMENT	US = UP STREAM
E.D.P. = EDGE OF PAVEMENT	INV. = INVERT
R.C.P. = REINFORCED CONCRETE PIPE	G.S. = GAS SERVICE
C.M.P. = CORRUGATED METAL PIPE	W.S. = WATER SERVICE
W.S.M. = WATER SERVICE METER	LS = LEASE LINE
E.G. = EVERGREEN BUSH (LEYLAND CYPRESS)	
BC = BACK OF CURB	

Plat Reference:

01 Ray N. Woods plat for City of Winterville Dated 10-13-97

Lease "A" = Sq. feet: 854.90369 Acres: 0.01963

Lease "B" = Sq. feet: 596.12933 Acres: 0.01369

Total = Sq. feet: 1451.03302 Acres: 0.03332

0 30 60 90
SCALE - FEET

SURVEY FOR: Athens Clarke County Public Utilities Dept.				
Proposed Lease Plan for AMI Antenna				
COUNTY: Clarke	STATE: Georgia	G.M.D.: 220	JOB NO.: AC 203	SCALE: 1"=30'
DATE: June 11, 2014		REVISION DATES: Sept. 04, 2014, Feb 02, 2015		
DWN. BY: Steve Pittard		FIELD BOOK: 57	FILE NAME: "winterville antenna"	
APPROVED BY: Glenn Coleman and Edward Focht				

ADDITIONAL 5.00 FEET WIDTH LEASE "B"
TO ACCOMMODATE UNDERGROUND POWER
LINE FOR AMI ANTENNA SITE.

Course	Bearing	Distance
L1	S 39°23'56" E	5.00'
L2	N 50°36'04" E	58.27'
L3	S 51°46'38" E	60.81'
L4	N 32°24'10" W	5.00'
L5	S 51°48'01" W	61.42'
L6	S 50°36'04" W	58.27'

