



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **REGIONAL PLANNING**

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

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

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

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

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

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

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

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

- No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. Baldwin County will provide this service in the unincorporated area. Milledgeville will provide this service in the incorporated city limits. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



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COUNTY: BALDWIN

Service: ROADS & BRIDGE MAINTENANCE

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

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

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

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

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

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

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>
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Roads and Bridges." Baldwin County will continue to provide this service on its County road system. On or before June 30, 2020, Baldwin County will adopt a resolution to amend the Baldwin County road map to undo reclassifications made to City streets by resolution on November 20, 2018. Baldwin County will not amend the Baldwin County road map to reclassify existing City streets as County roads, unless agreed to by the City for the term of this SDS Agreement. Milledgeville will continue to provide this service on its municipal street system. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: **478-445-4791** Date completed: 01/24/2020

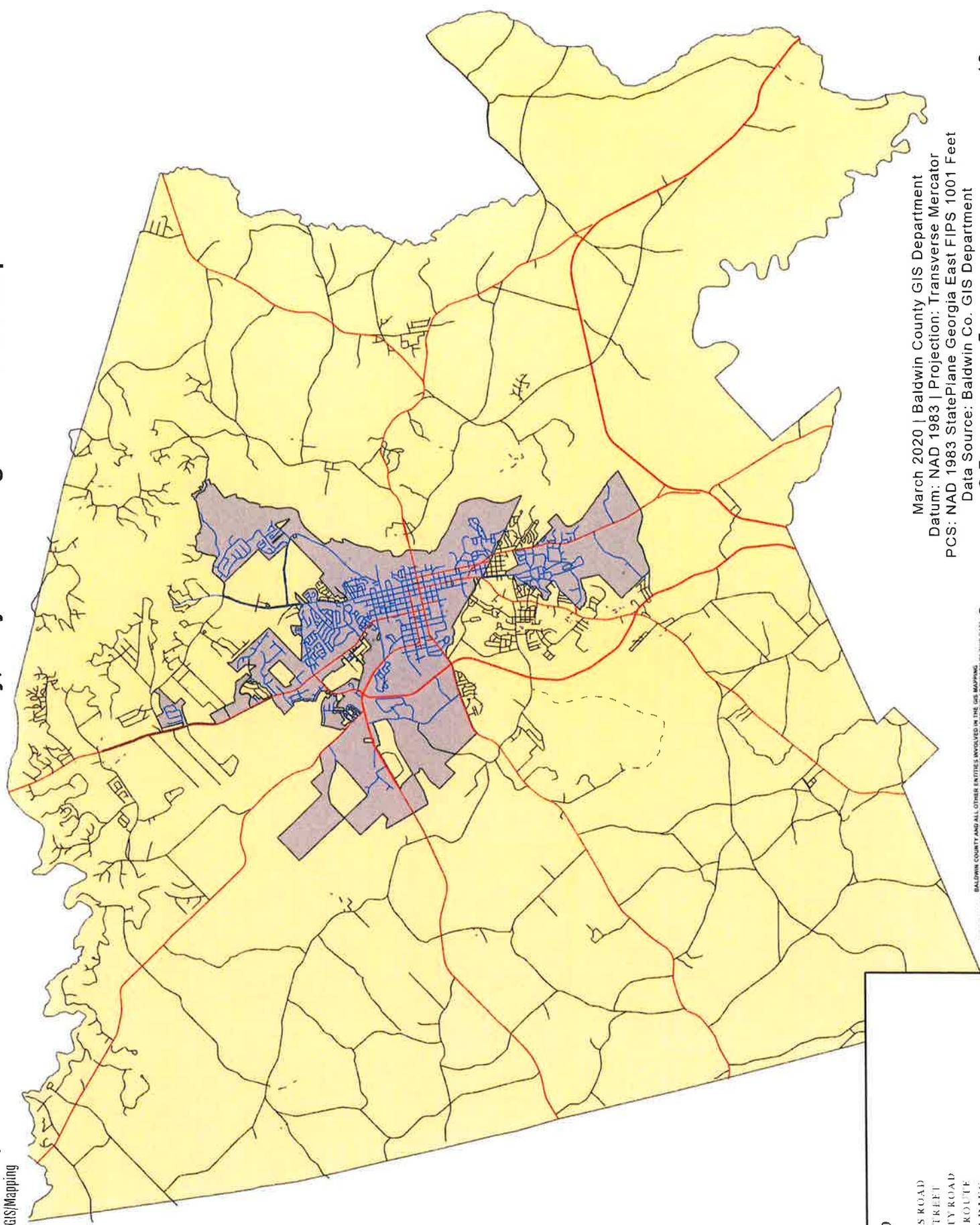
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



Baldwin County, City of Milledgeville Road Map



- LEGEND**
- ROADS**
- - ACCESS ROAD
 - - CITY STREET
 - - COUNTY ROAD
 - - STATE ROUTE
- BOUNDARIES**
- CITY OF MILLEDGEVILLE ROAD MILES
 - BALDWIN COUNTY ROAD MILES

March 2020 | Baldwin County GIS Department
 Datum: NAD 1983 | Projection: Transverse Mercator
 PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
 Data Source: Baldwin Co. GIS Department

BALDWIN COUNTY AND ALL OTHER ENTITIES INVOLVED IN THE GIS MAPPING PROCESS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE DATA PROVIDED IN THIS DIGITAL FORMAT. ALL DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. ANY QUESTIONS ABOUT THE GIS MAPPING PROCESS CAN BE ANSWERED BY CALLING BALDWIN COUNTY GIS AT 478-465-7176.

10 Miles



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COUNTY: **BALDWIN**

Service: **SENIOR CITIZENS**

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: **478-445-4791** Date completed: 01/24/2020

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:



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COUNTY: BALDWIN

Service: SEWERAGE COLLECTION

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

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

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>
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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>
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY**

THIS AGREEMENT, is made this ____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the “City”) and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the “County”); collectively, the City and County shall be referred to as the “parties”).

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service*. "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service*. "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System*. "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of \$4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the \$4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City \$1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of \$1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. *Sewer Rates.*

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of \$4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be \$4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) *County Special Limited Obligation.* The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

CITY OF MILLEDGEVILLE, GA

By: 
Chairman, Board of Commissioners

By: 
Mayor

Attest: 
County Clerk

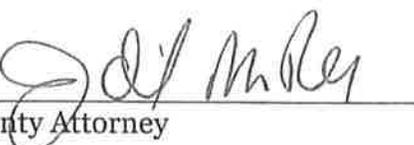
Attest: 
City Clerk

(SEAL)

(SEAL)

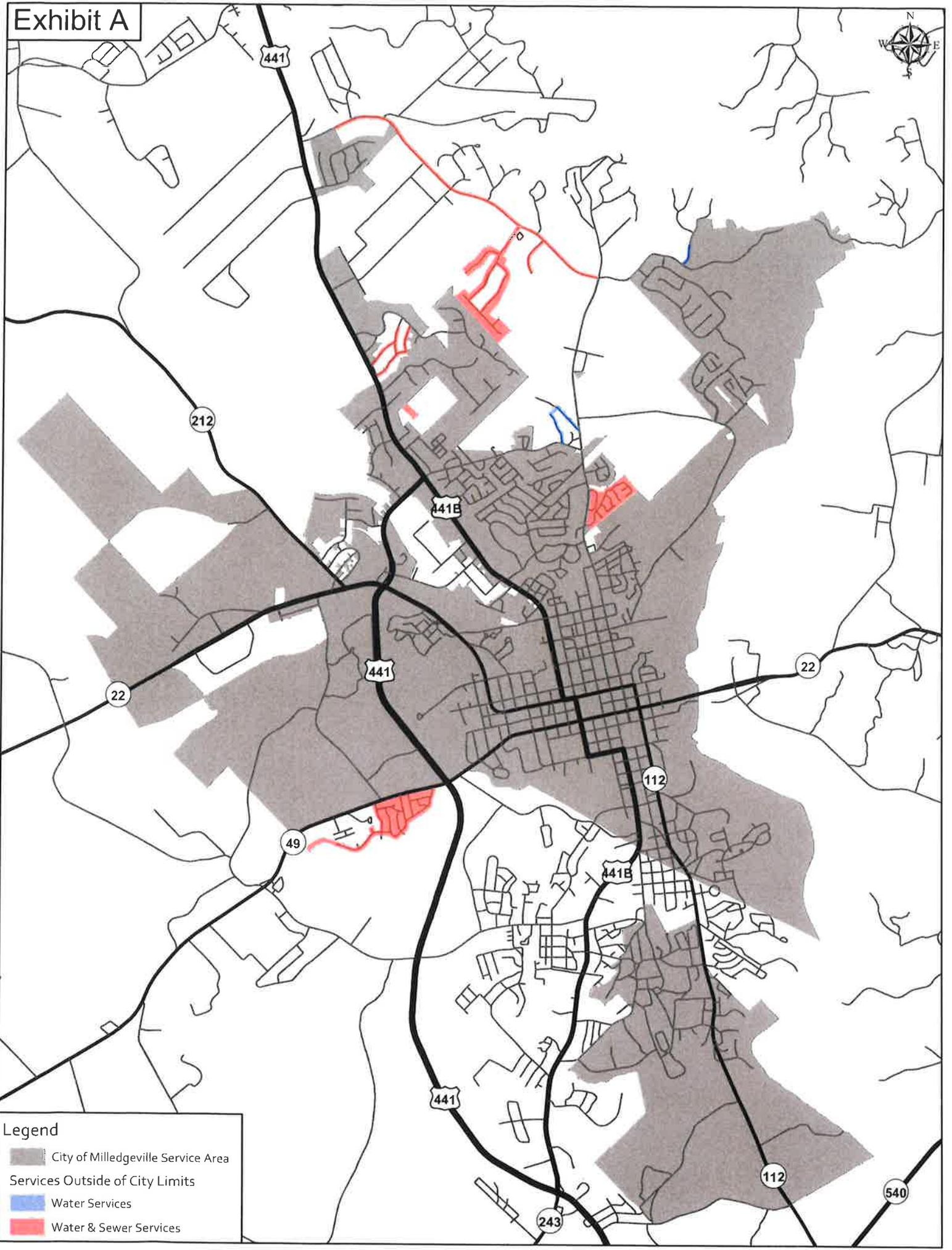
Approved as to form:

Approved as to form:

By: 
County Attorney

By: 
City Attorney

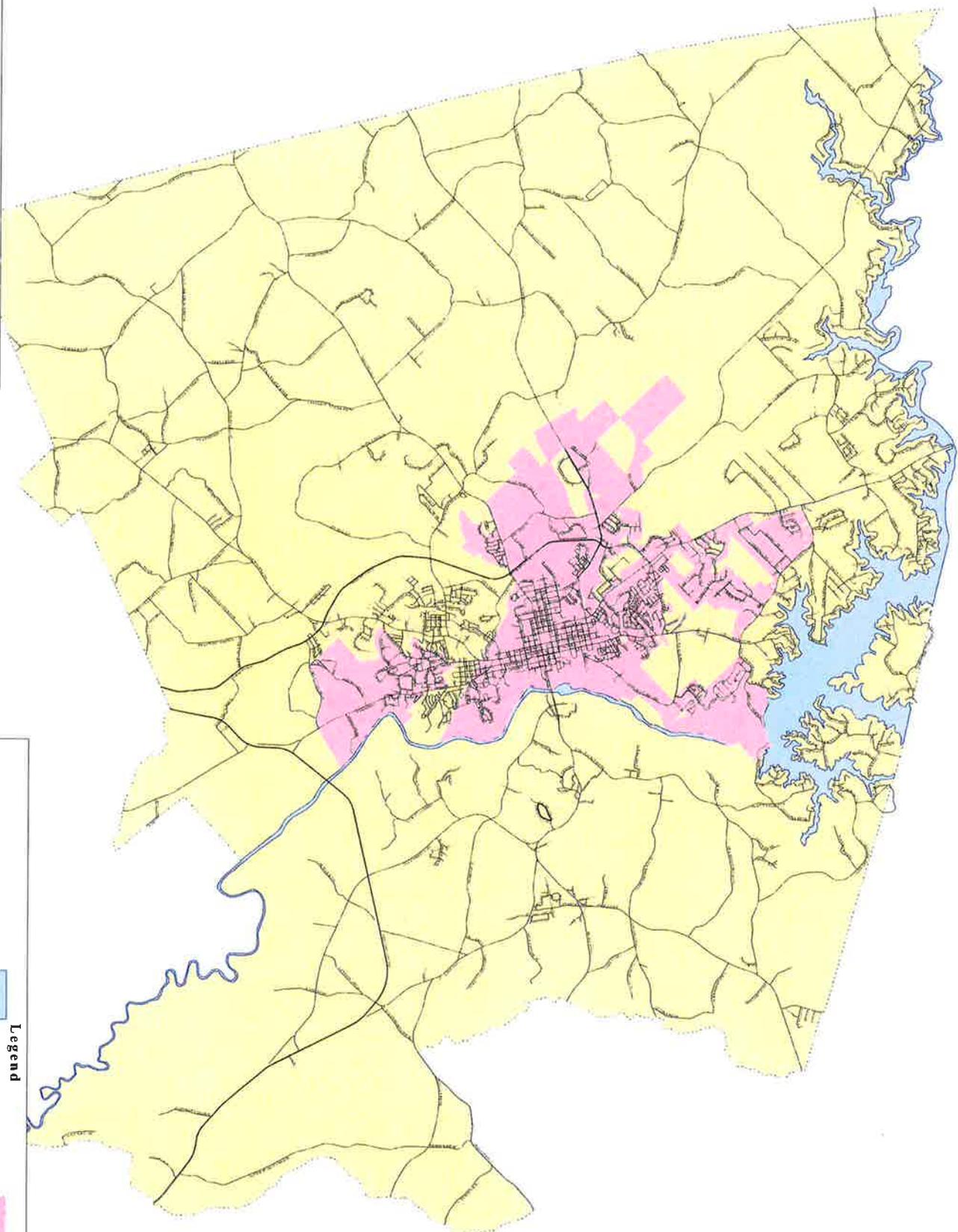
Exhibit A



Legend

- City of Milledgeville Service Area
- Water Services
- Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area

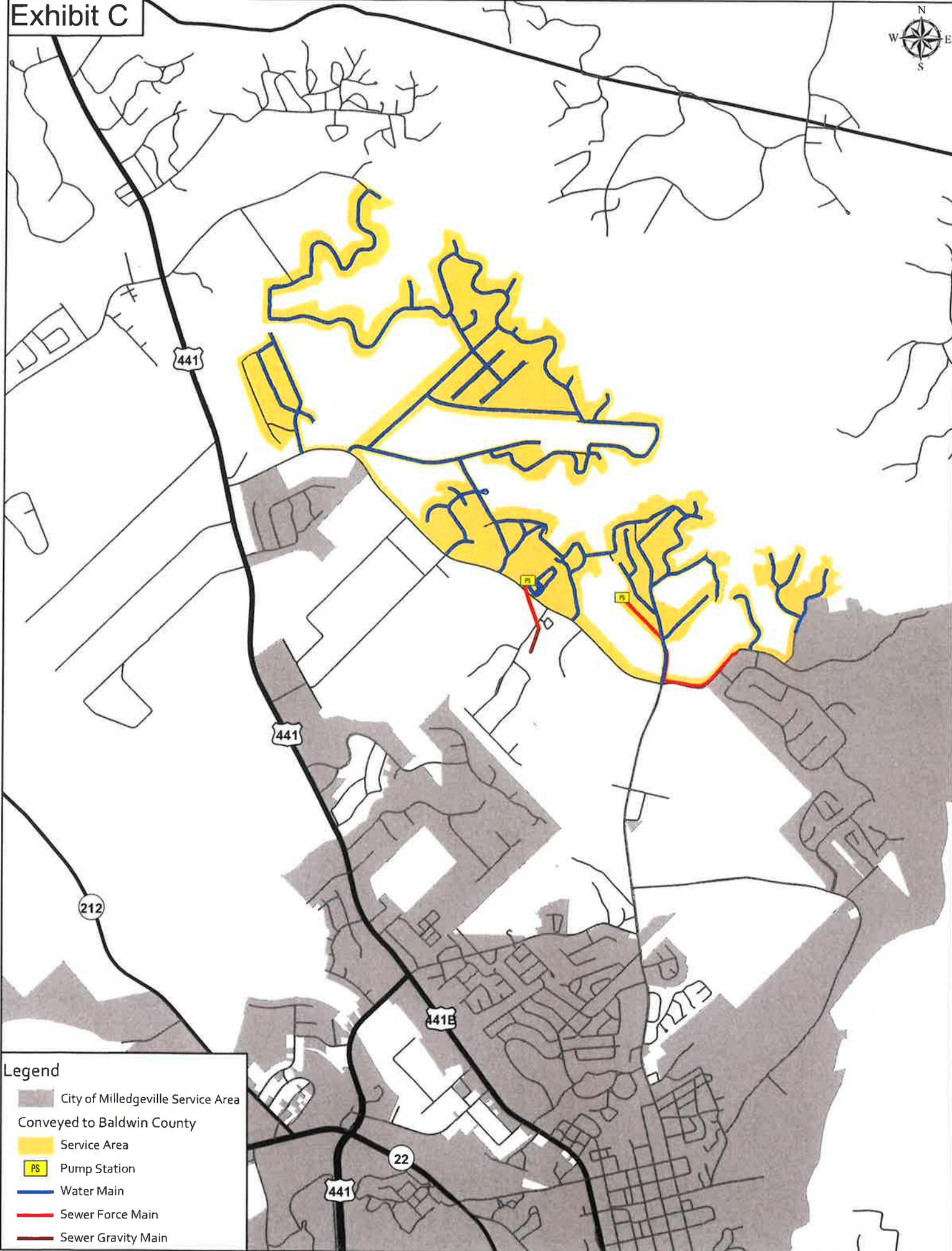
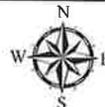


0.00 1.75 3.50 7.00 Miles



- Legend**
- Road Centerline
 - OconeeRiver_BaldwinCo
 - City Service Area
 - LakeSinclair_BaldwinCo
 - County Service Area

Exhibit C



Legend

- City of Milledgeville Service Area
- Conveyed to Baldwin County
- Service Area
- PS Pump Station
- Water Main
- Sewer Force Main
- Sewer Gravity Main

North of Log Cabin

Exhibit D

Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: SEWERAGE TREATMENT

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

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

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

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

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

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

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

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

- No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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>
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY**

THIS AGREEMENT, is made this ____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service*. "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service*. "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System*. "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of \$4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the \$4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City \$1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of \$1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. Sewer Rates.

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of \$4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be \$4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) *County Special Limited Obligation.* The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

14

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

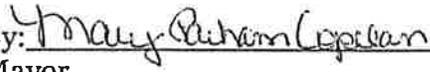
shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

CITY OF MILLEDGEVILLE, GA

By: 
Chairman, Board of Commissioners

By: 
Mayor

Attest: 
County Clerk

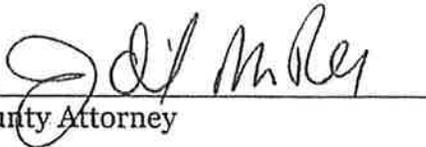
Attest: 
City Clerk

(SEAL)

(SEAL)

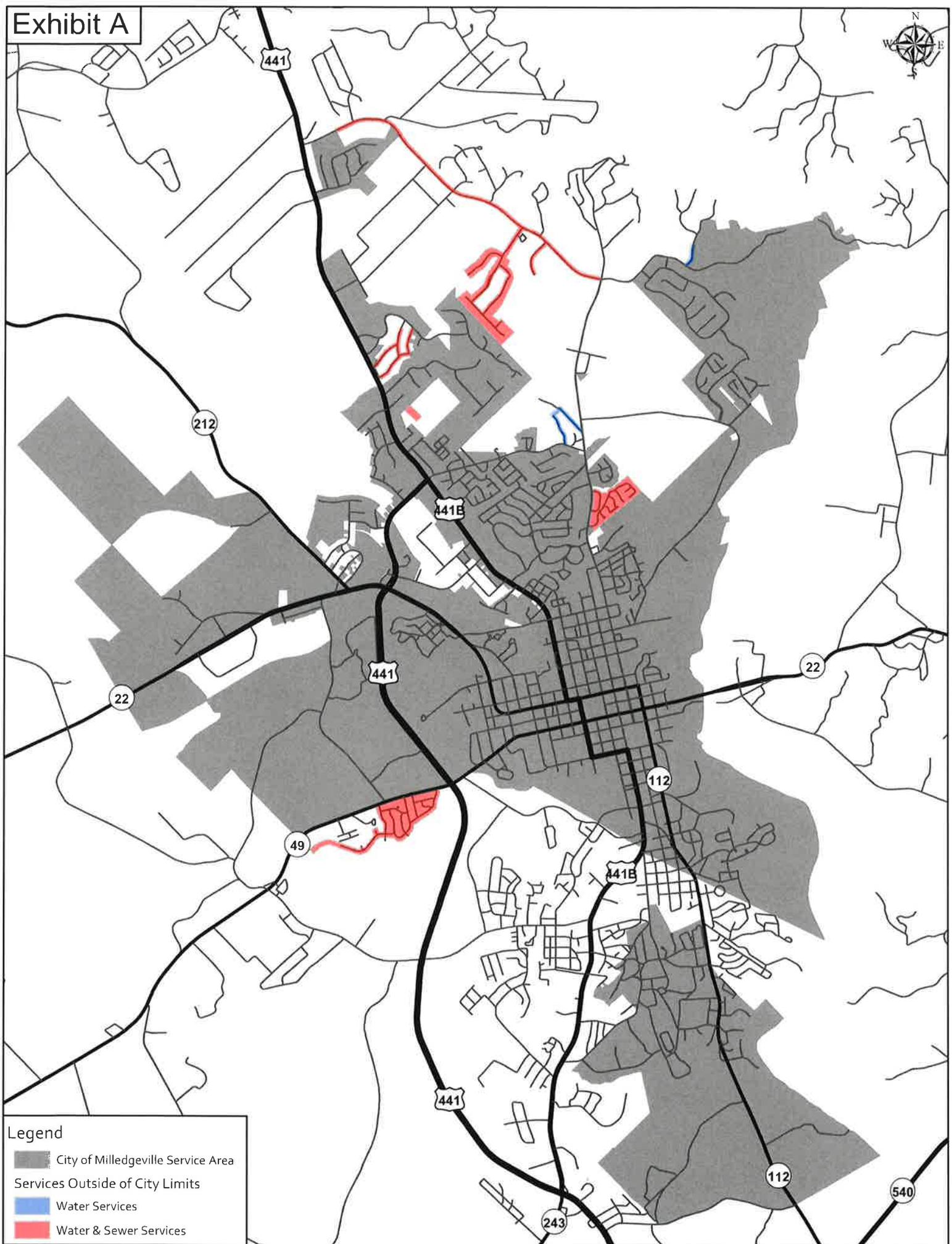
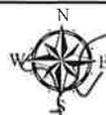
Approved as to form:

Approved as to form:

By: 
County Attorney

By: 
City Attorney

Exhibit A



Legend

- City of Milledgeville Service Area
- Services Outside of City Limits
- Water Services
- Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area

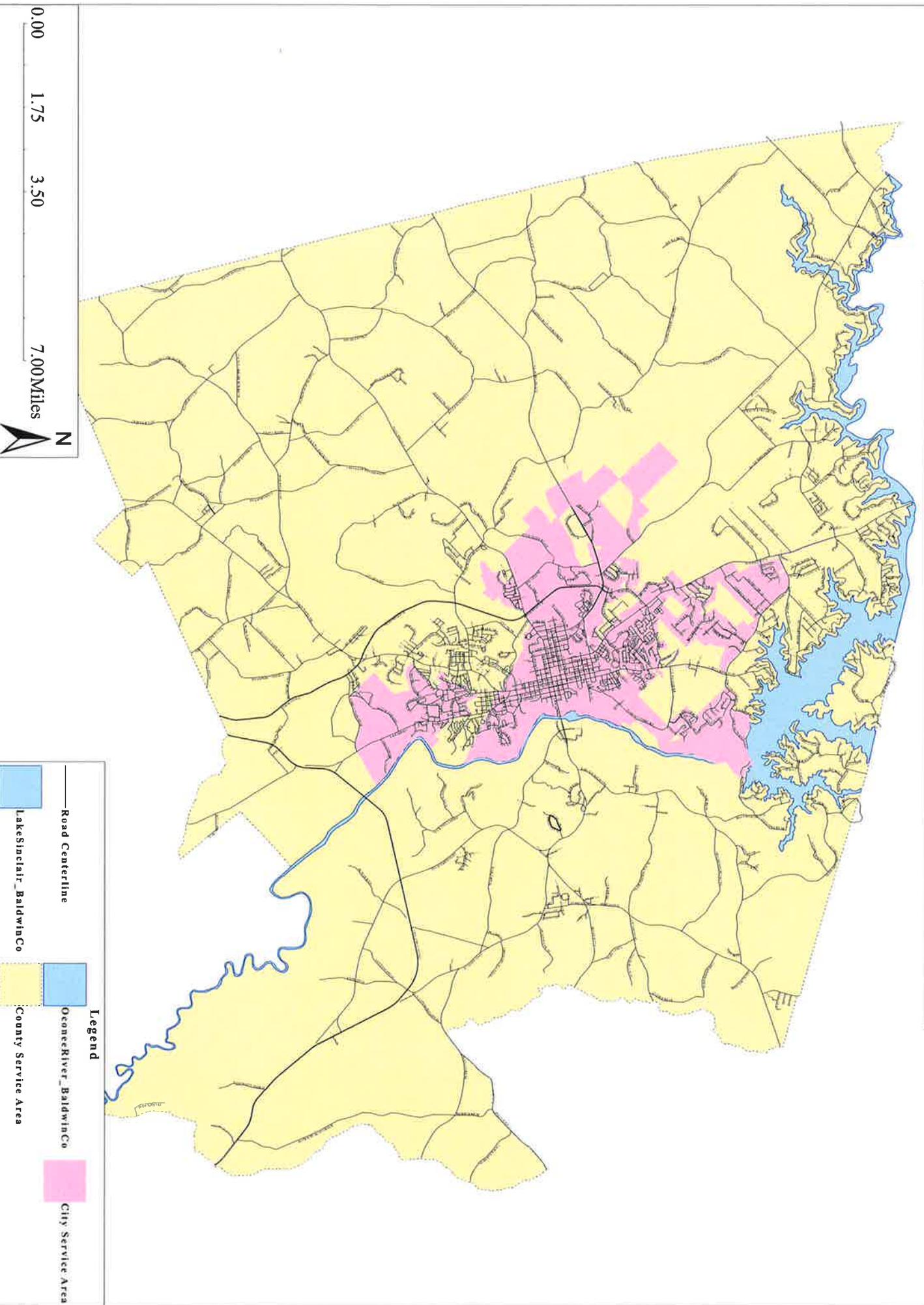
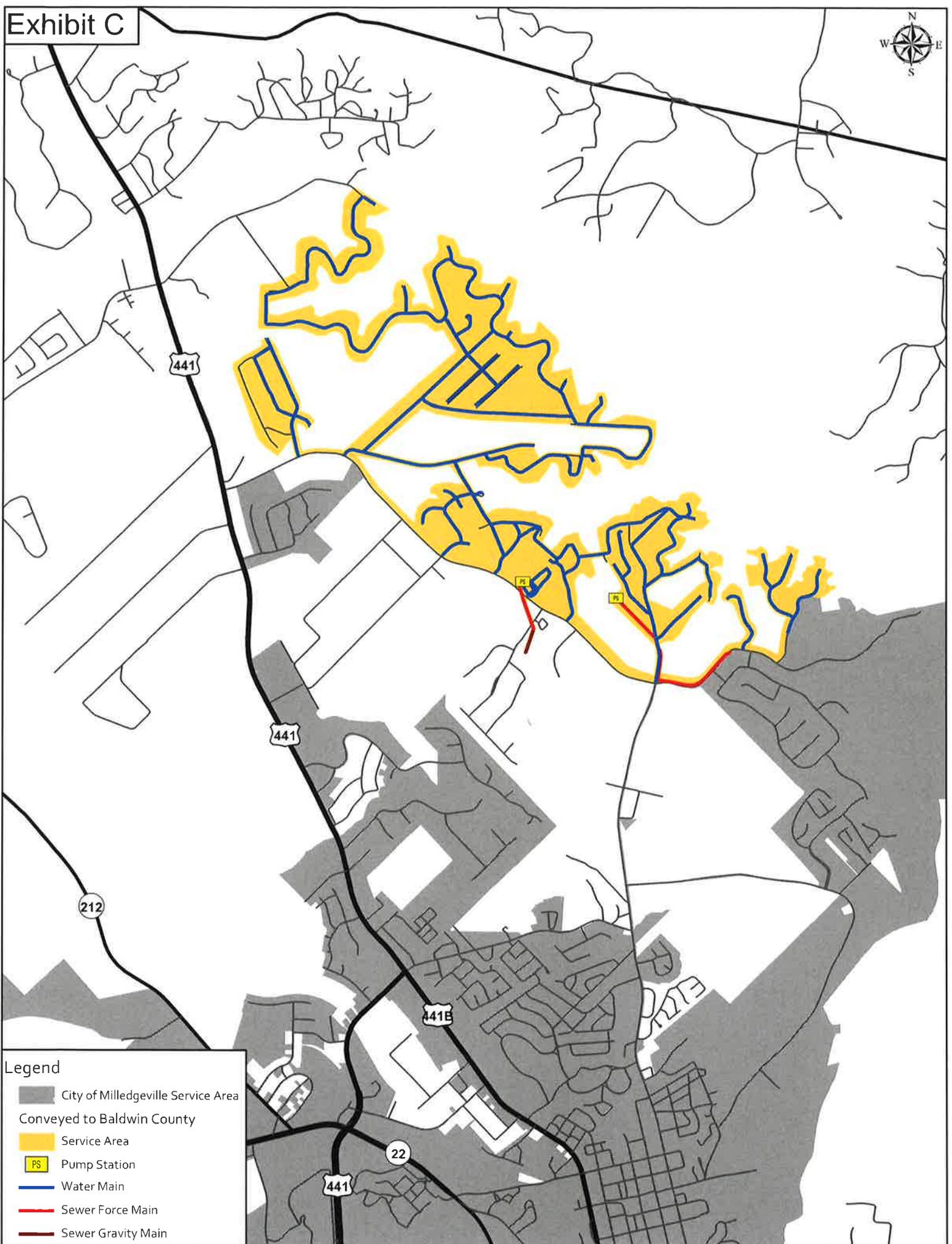


Exhibit C



Legend

- City of Milledgeville Service Area
- Conveyed to Baldwin County
- Service Area
- PS Pump Station
- Water Main
- Sewer Force Main
- Sewer Gravity Main

North of Log Cabin

Exhibit D

Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **SOIL EROSION AND SEDIMENTATION**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
BALDWIN COUNTY	Should the County begin to provide this service, the funding shall be derived from unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. In the event the County begins to provide soil erosion and sedimentation services, the County will provide those services in the unincorporated area, funded through an unincorporated area special service district, with no need to revise this service or form. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, in the event Baldwin County begins to provide soil erosion and sedimentation services, the County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



Georgia
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: SOLID WASTE COLLECTION & RECYCLING

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: **478-445-4791** Date completed: **01/24/2020**

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



Georgia
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **SOLID WASTE DISPOSAL**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: *STORMWATER MANAGEMENT*

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

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

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

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

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy has been changed to clarify the funding mechanism. In the event the County begins to provide stormwater management services, the County will provide those services in the unincorporated area, funded through an unincorporated area special service district, with no need to revise this service or form. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: **BALDWIN**

Service: **STREET CLEANING**

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: **478-445-4791** Date completed: **01/24/2020**

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **STREET LIGHTING**

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: **478-445-4791** Date completed: 01/24/2020

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:

HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **TAX ASSESSOR**

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: **478-445-4791** Date completed: 01/24/2020

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: **BALDWIN**

Service: **MUNICIPAL TAX COLLECTION**

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Tax Collection - city taxes." The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: **478-445-4791** Date completed: 01/24/2020

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:

HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: WATER DISTRIBUTION

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

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

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>
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	User fees; fines; grants; donations; assessments; miscellaneous revenues; taxes; and enterprise revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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>
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY**

THIS AGREEMENT, is made this ____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service*. "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service*. "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System*. "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of \$4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the \$4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City \$1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of \$1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. Sewer Rates.

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of \$4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be \$4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) *County Special Limited Obligation.* The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

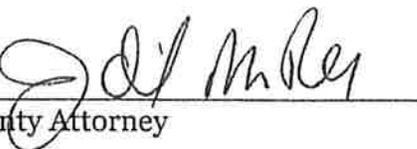
BALDWIN COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners

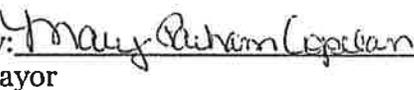
Attest: 
County Clerk

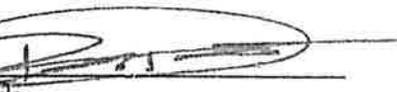
(SEAL)

Approved as to form:

By: 
County Attorney

CITY OF MILLEDGEVILLE, GA

By: 
Mayor

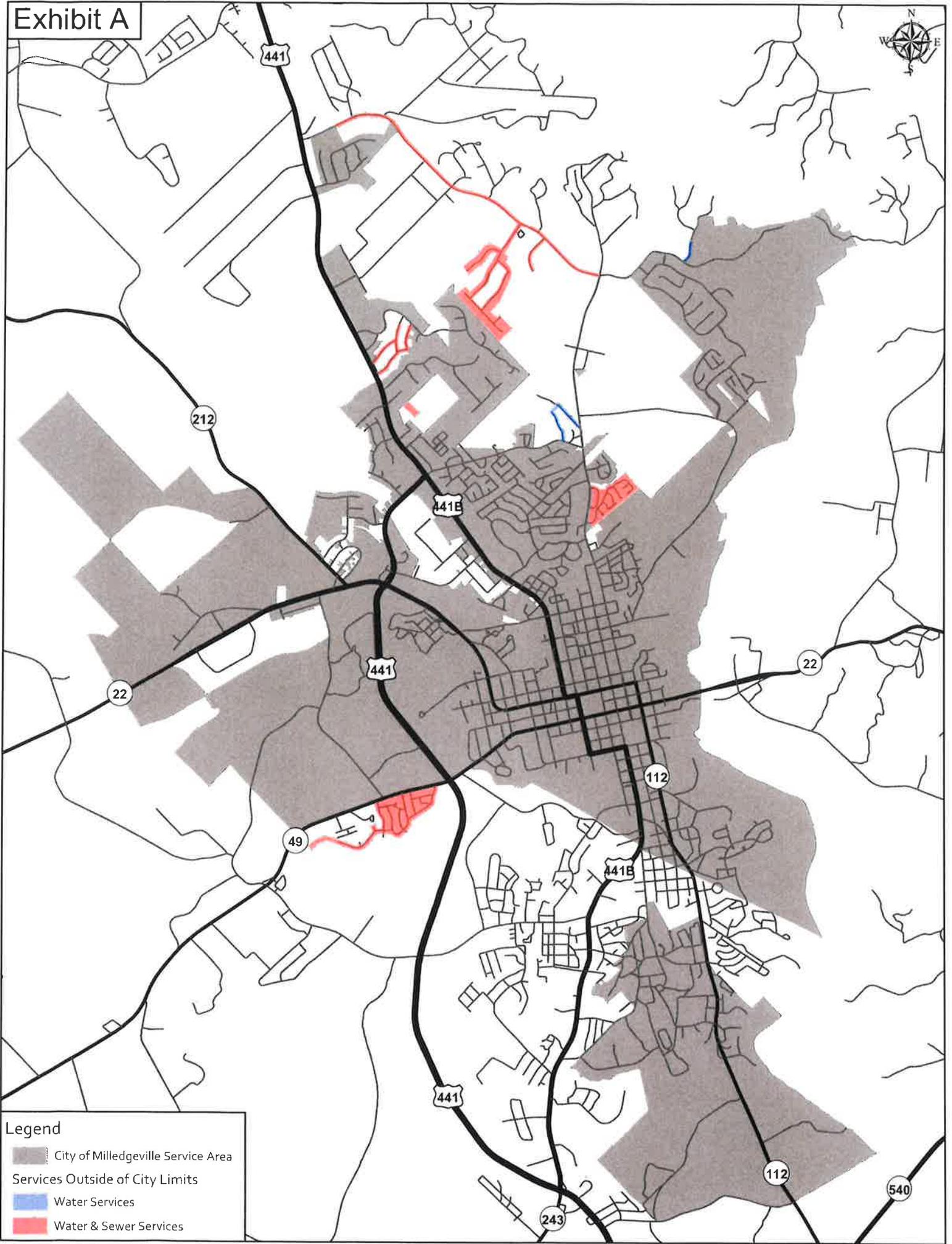
Attest: 
City Clerk

(SEAL)

Approved as to form:

By: 
City Attorney

Exhibit A



Legend

- City of Milledgeville Service Area
- Water & Sewer Services
- Water Services

Exhibit B - Water & Sewer Services within County Service Area

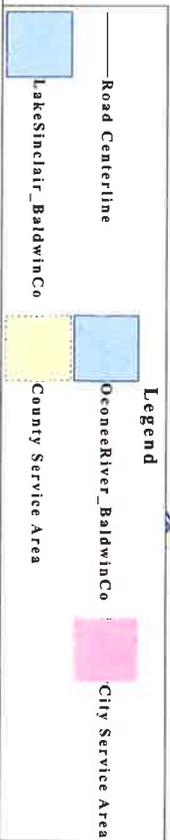
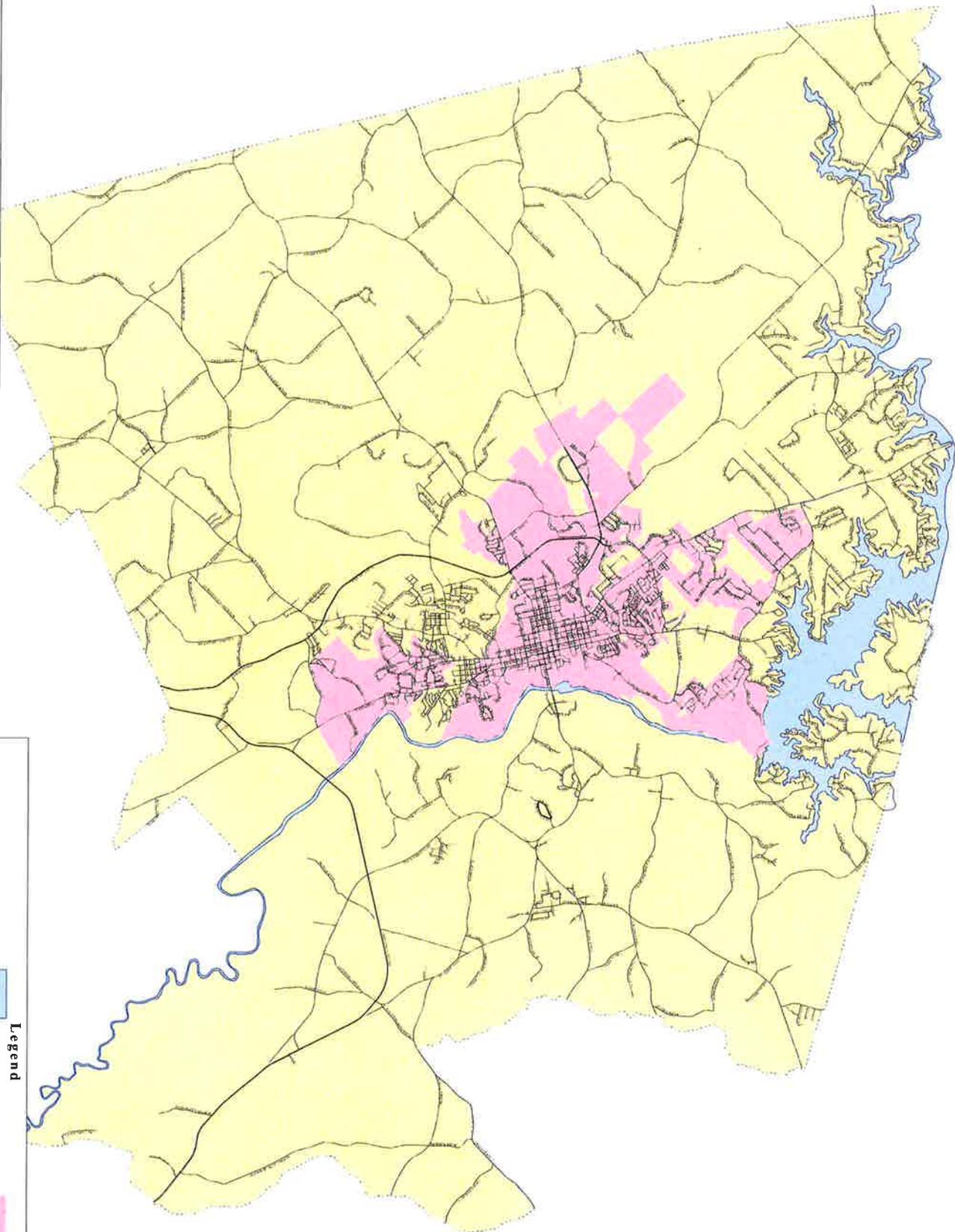
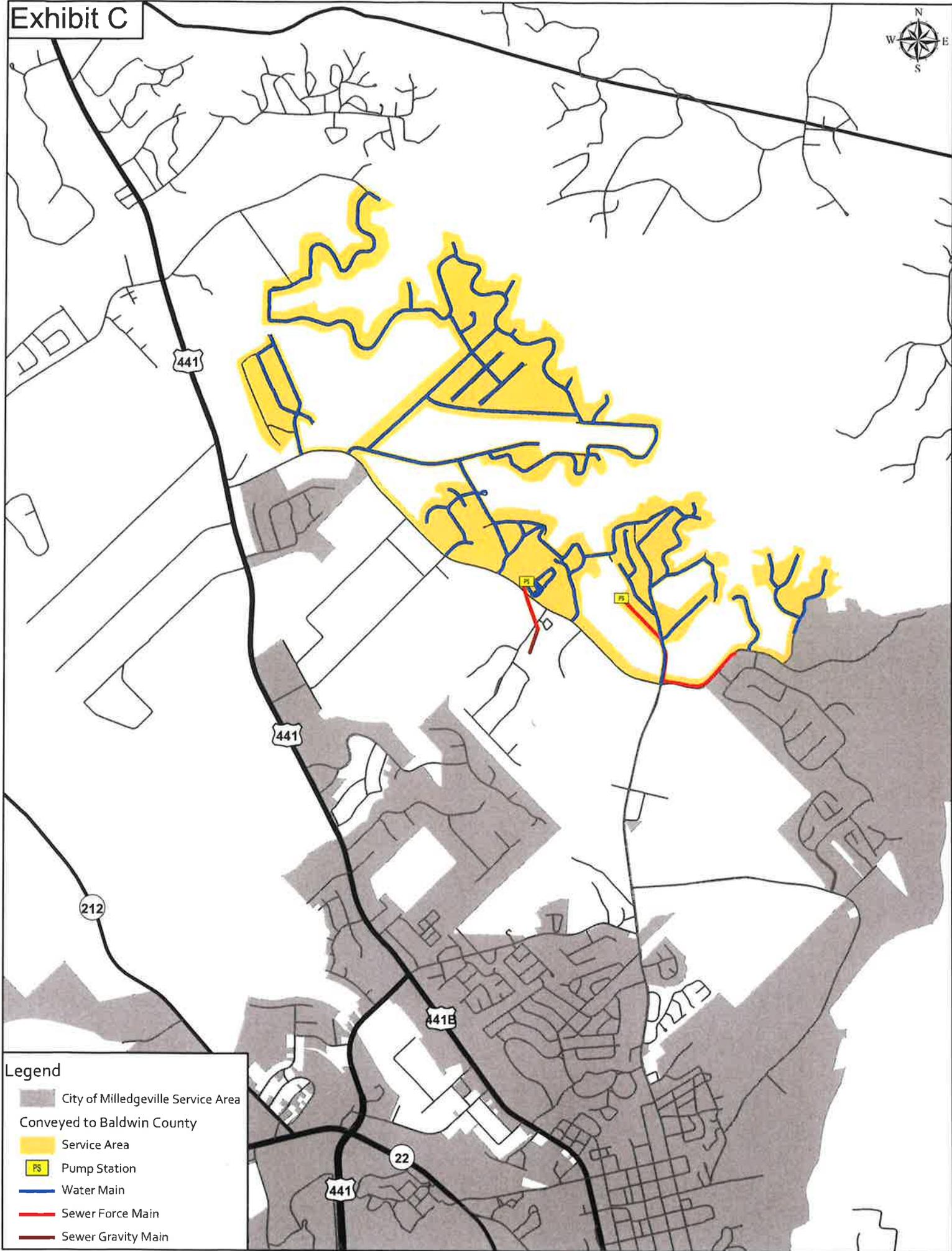


Exhibit C



Legend

-  City of Milledgeville Service Area
-  Service Area Conveyed to Baldwin County
-  Pump Station
-  Water Main
-  Sewer Force Main
-  Sewer Gravity Main

North of Log Cabin

Exhibit D

Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: WATER TREATMENT

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

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

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

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

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

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Milledgeville, Sinclair Water Authority on Behalf of Baldwin 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
SINCLAIR WATER AUTHORITY	Unincorporated area revenues as defined in Paragraph 6 below.
ON BEHALF OF BALDWIN COUNTY	
MILLEDGEVILLE	User fees; fines; grants; donations; assessments; miscellaneous revenues;
	taxes; and enterprise revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY**

THIS AGREEMENT, is made this ____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the “City”) and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the “County”; collectively, the City and County shall be referred to as the “parties”).

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of \$4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the \$4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City \$1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of \$1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. Sewer Rates.

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of \$4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be \$4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) *County Special Limited Obligation.* The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

CITY OF MILLEDGEVILLE, GA

By: 
Chairman, Board of Commissioners

By: 
Mayor

Attest: 
County Clerk

Attest: 
City Clerk

(SEAL)

(SEAL)

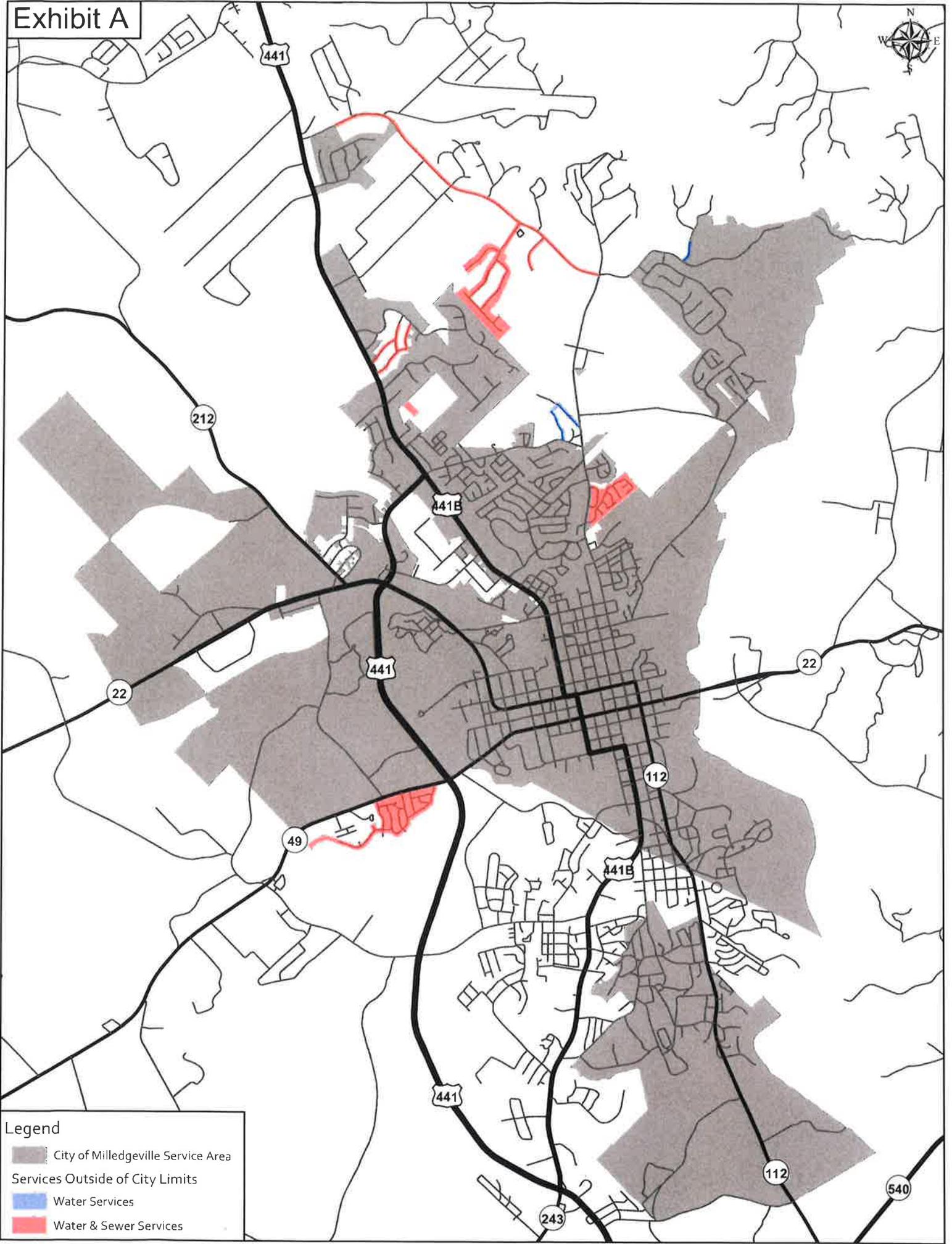
Approved as to form:

Approved as to form:

By: 
County Attorney

By: 
City Attorney

Exhibit A



Legend

- City of Milledgeville Service Area
- Water & Sewer Services
- Water Services

Exhibit B - Water & Sewer Services within County Service Area

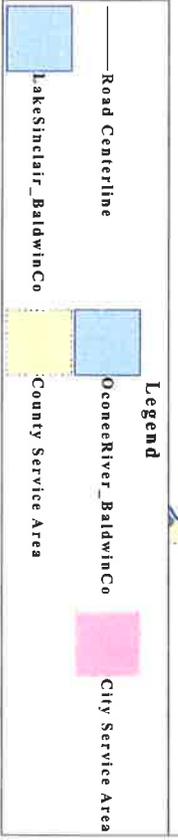
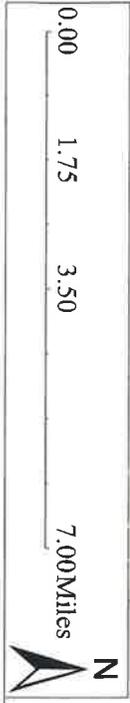
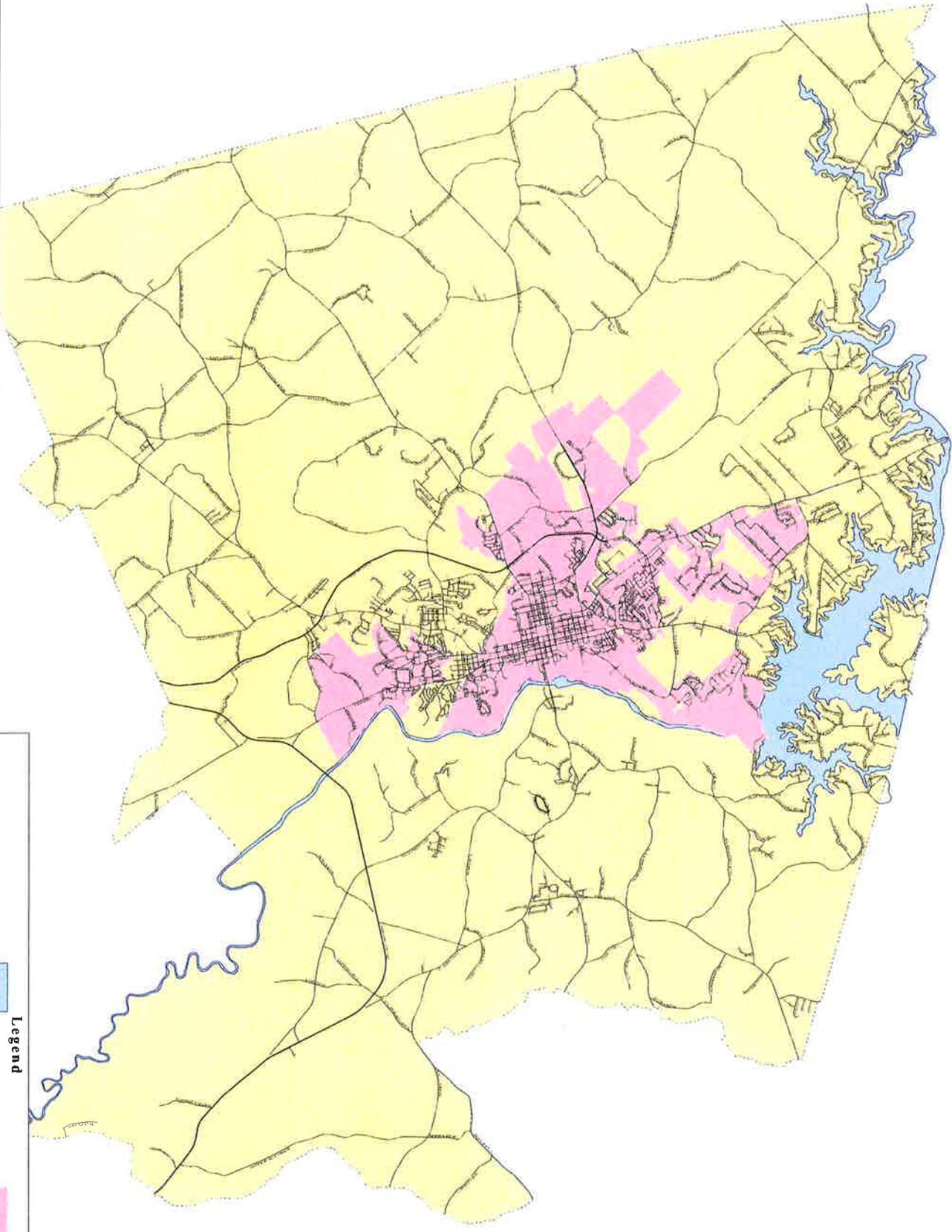
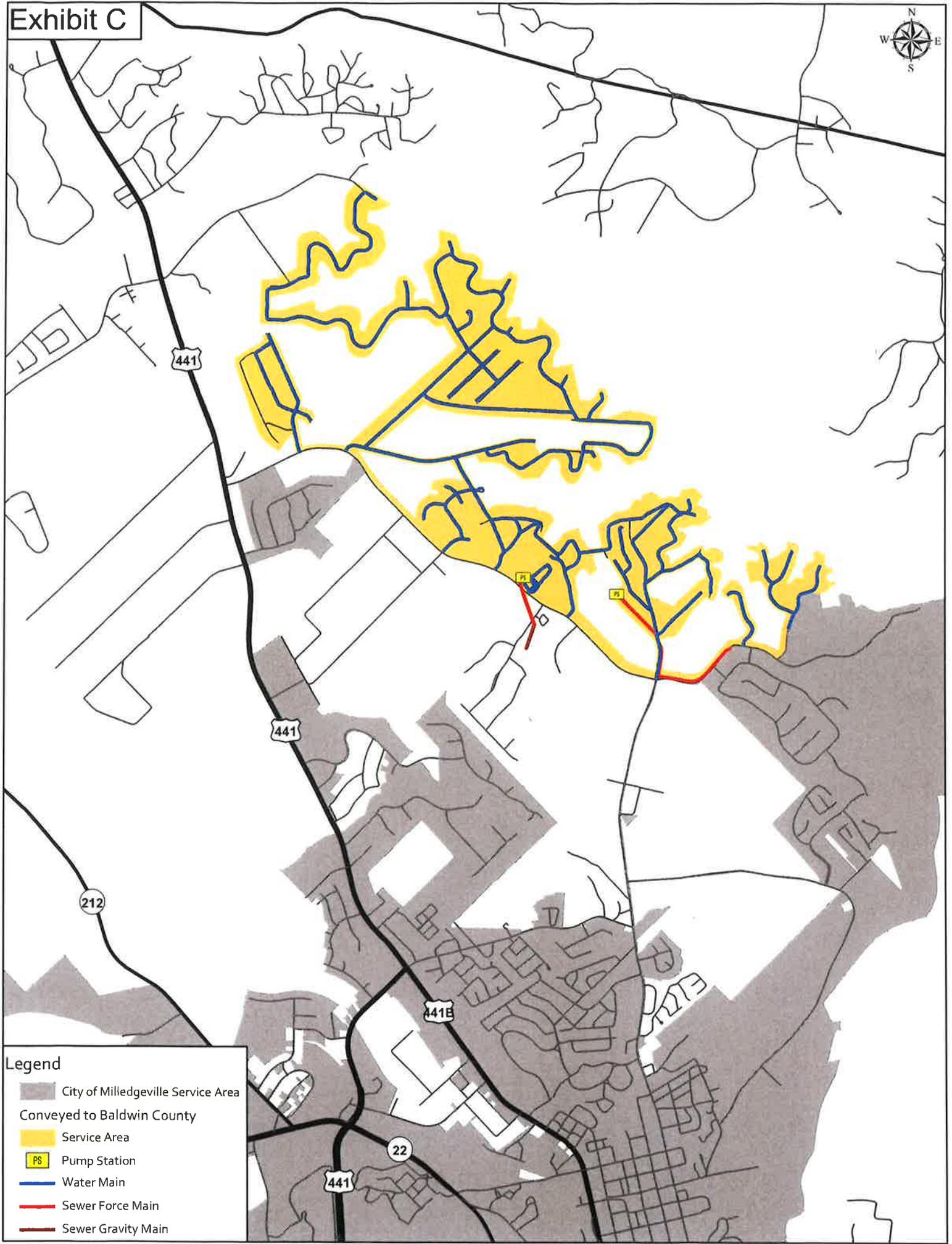


Exhibit C



Legend

- City of Milledgeville Service Area
- Conveyed to Baldwin County
- Service Area
- PS Pump Station
- Water Main
- Sewer Force Main
- Sewer Gravity Main

North of Log Cabin

Exhibit D

Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN

Service: YARD TRASH REMOVAL

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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

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

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

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
 Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



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: BALDWIN

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 Parties entered into a new water & sewer services IGA delegating new water and sewer service delivery areas for Baldwin County and the City of Milledgeville. Pursuant to that agreement, the City of Milledgeville is authorized to provide water and sewer services that portion of the unincorporated area of Baldwin County described in the IGA. Baldwin County will continue to provide water and sewer services in the unincorporated area, except for that portion of the unincorporated area delegated to the City of Milledgeville. There are no overlapping service areas, unnecessary competition, and/or duplication for water and sewer services. New Service Delivery area maps have been implemented.

4. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: 478-445-4791 Date completed: 01/24/2020

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:

HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008



Georgia
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

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

COUNTY: BALDWIN

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>BALDWIN COUNTY, GEORGIA</u>	Chairman, Baldwin County Board of Commissioners	Henry R. Craig		4/6/2020
<u>MILLEDGEVILLE, GEORGIA</u>	Mayor	Mary Parham-Copelan		4/6/2020