

No. 03-2015-01

A JOINT RESOLUTION REGARDING SERVICE DELIVERY STRATEGY ("SDS"); AUTHORIZING EXECUTION OF SETTLEMENT DOCUMENTS ON BEHALF OF DECATUR COUNTY, GEORGIA (THE "COUNTY") AND THE CITY OF BAINBRIDGE, GEORGIA ("BAINBRIDGE"); RESOLVING THE DISPUTE OVER SDS; AND AUTHORIZING THE TRANSMISSION OF SAID DOCUMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS ("DCA").

WHEREAS, the County and Bainbridge must agree, approve, and execute new SDS documents, which must then be approved by DCA to implement a valid SDS;

WHEREAS, these SDS documents must set forth which local government is responsible for providing the specified service, to whom, where, and how the service will be funded within in the different geographic areas of the County and Bainbridge;

WHEREAS, any SDS implemented in the County must also include the municipalities of Attapulgus, Brinson, and Climax, but does not require the approval of said municipalities under O.C.G.A. § 36-70-25(b);

WHEREAS, the provision and funding of certain services included in the current SDS have been the subject of much dispute between the County and Bainbridge; and,

WHEREAS, the County and Bainbridge have mediated their dispute over SDS as required by law;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AND CITY COUNCIL AS FOLLOWS:

- 1.) That the County and Bainbridge do hereby agree that the services described in Exhibit A attached are county-wide services that benefit everybody and will be provided by the County and funded by the County by first applying all revenues generated by said services to the cost of said services, which includes any debt associated with the said services, plus the County's share of the Local Option Sales Tax, with the balance thereof, if any, being paid by a uniform ad valorem tax levied on all non-exempt property located in Decatur County.
- 2.) That the County and Bainbridge do hereby agree that the services described in Exhibit B attached are services provided primarily for the benefit of the unincorporated area of the County and that the cost of said services, which includes any debt associated with the said services, shall be provided by the County and funded by the County through a special service district in which user fees and property taxes are imposed or levied on the

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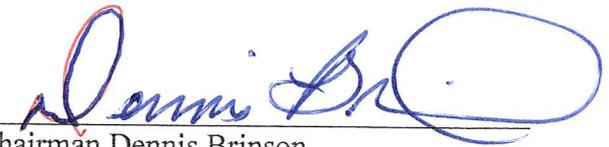
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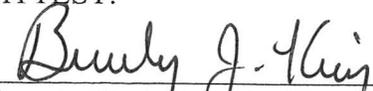
residents, individuals, property owners, and taxpayers in the unincorporated area of the County.

- 3.) That the County and Bainbridge do hereby agree that the services described in Exhibit C attached are services provided primarily for the benefit of the unincorporated area of the County and that the cost of said services, which includes any debt associated with the said services, shall be provided by the County and funded by the County through an Enterprise Fund to which the revenue generated from said services shall be applied to the cost of providing said services with the remaining balance, if any, being paid for through a special service district in which user fees and property taxes are imposed or levied on the residents, individuals, property owners, and taxpayers in the unincorporated area of the County.
- 4.) That the County and Bainbridge do hereby agree that the services described in Exhibit D attached shall be hereafter provided and funded as described in Exhibit D attached.
- 5.) That the Chairman, Dennis Brinson, shall have the authority to execute the SDS Forms on behalf of the County for the services described in Exhibits A through D by April 1, 2015.
- 6.) That the Mayor, Edward Reynolds, shall have the authority to execute the SDS Forms on behalf of Bainbridge for the services described in Exhibits A through D by April 1, 2015.
- 7.) That the County is hereby authorized to transmit the executed SDS Forms to DCA by April 10, 2015.

SO RESOLVED, this 12th day of March, 2015.


Chairman Dennis Brinson

ATTEST:


County Clerk Beverly King

(Seal)

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(City Signatures Appear On Next Page)

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Mayor Edward Reynolds

ATTEST:

Allie Godwin

City Clerk Allie Godwin

(Seal)

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HOB
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Exhibit A

1. Airport
2. Clerk of Courts
3. Conservation, Cooperative Extension
4. Coroner
5. District Attorney
6. E-911
7. Elections
8. Emergency Management Agency
9. Emergency Medical Services
10. Indigent Defense for State Courts
11. Indigent Health Care
12. Industrial Park
13. Jail
14. Keep America Beautiful
15. Library
16. Public Health
17. Roads and Streets
18. School Resource Officers
19. Sheriff
20. State Courts/Superior Court
21. Tax Assessor
22. Tax Commissioner
23. Welfare/Social Programs

The Hospital Authority shall establish an Indigent Care Fund, which shall receive all revenue from all sources for which the Fund is eligible. After the receipt and application of all such funds to the cost thereof, and in the event the Indigent Care Fund is left with a deficiency as determined by the auditors of the Hospital Authority, the Hospital Authority shall provide to the County the Hospital Authority's Auditor's written report and request through its designee of the amount needed to pay said deficiency. Commencing in 2015, the County agrees to fund said deficiency by a uniform ad valorem property tax levy in an amount not to exceed two mills per year.

If Bainbridge elects to house its municipal court prisoners in the County Jail, the City agrees to pay the County a per diem amount of \$33 per prisoner together with any medical bills incurred for out-of-jail medical services plus ten (10) percent of the fine assessed each such prisoner. In addition, the per diem will be adjusted on annual basis consistent with the CPI Index.

With reference to Roads and Streets, Bainbridge shall operate and maintain the streets located within the City limits and that portion of the County roads that are located within the

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City limits. Bainbridge shall be authorized to notify the Georgia Department of Transportation ("GDOT") of this Agreement and shall be authorized to count the Lane Mileage of the County Roads that are located within the City limits for purposes of Local Maintenance and Improvement Grants, and such other State or Federal funding that may come available during this Agreement. In consideration of Bainbridge maintaining said County roads inside the City limits, the County shall pay to Bainbridge on or before December 31, 2015, and on December 31 of each year thereafter, for a period of ten (10) years, the sum of \$125,000 per year adjusted on an annual basis consistent with the CPI Index. Said Funds shall be paid from ad valorem tax obtained from the unincorporated special service district.

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Exhibit B

1. Animal Control Services
2. Code Enforcement, Land Use, Planning and Zoning
3. Fire Protection Services

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Exhibit C

1. Correctional Institution
2. Golf Course
3. Landfill / Solid Waste Disposal
4. Public Utilities: Natural Gas
5. Public Utilities: Water and Sewer

With reference to the foregoing Services, the County may levy a uniform ad valorem property tax on all non-exempt property located in Decatur County to pay for any deficiency in this Enterprise Fund for the 2015-2016 fiscal year, but thereafter any deficiency incurred will be paid for by the residents, individuals, property owners, and taxpayers in the special service district comprising the unincorporated area of Decatur County.

With reference to the Landfill / Solid Waste Disposal, periodically Bainbridge contracts for the disposal of solid waste with other entities. Upon the termination of the City's existing contract for disposal of solid waste, it will place said service out for public bid. If the County is the lowest bidder, it will receive the contract from the City based upon the Request for Proposal issued by Bainbridge. If the County is not the lowest bidder, it shall have five (5) business days after the determination by the City of the lowest bidder whether or not the County will meet the lowest bidder's offer. If the County does meet the lowest bidder's offer, the City will contract with the County based upon Bainbridge's Request for Proposal.

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Exhibit D

1. County Passive Parks
2. City Passive Parks
3. Recreational Parks Through The Authority

The County will maintain such passive parks as it deems appropriate with the cost thereof being paid by user fees and ad valorem taxes imposed or levied in the unincorporated special service district.

Bainbridge will maintain such passive parks as it deems appropriate with the cost thereof being paid by the City.

At the present time, Bainbridge is maintaining and operating at a very high quality, active recreational facilities, all of which are located within Bainbridge's City limits. The City will continue to provide this service through December 31, 2016.

Beginning in January 1, 2017, these services will be provided thereafter through an Authority. The enabling legislation for said Authority shall be introduced during the 2015 Legislative term, and if not completed during that term, it shall be reintroduced during the 2016 term. The provision of these services will be provided by Bainbridge until July 1, 2016—at which time transition of employees and services will commence and be completed by December 31, 2016.

The Authority shall consist of six members composed as follows:

- A. Three members will be appointed by the County Commission, which appointments shall not be an elected official;
- B. Three members will be appointed by the Mayor and City Council, which appointments shall not be an elected official.

For the years 2015 and 2016, the County shall levy a uniform ad valorem tax on all non-exempt property located in the County in the amount of 1.5 mills. Beginning with the taxable year 2017 and each year thereafter, the County shall levy a uniform ad valorem tax on all non-exempt property located in the County in the amount of 1.25 mills. All funds generated from said ad valorem tax shall be paid over to the Authority within thirty (30) days of collection thereof.

Bainbridge agrees that it will enter into a written lease with the Authority for a period of ten (10) years commencing January 1, 2017. The rental rate will be \$1.00 per year with the Authority being responsible for the operation, maintenance, repair, and the cost of the improvements required to maintain the rental property for the operation of the recreation facilities and activities to be maintained thereby.

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The Chairperson will have general duties but will vote only in the event it is necessary to break the tie among the six governing members. The Chairperson will serve a one (1) year term. The initial Chairperson will be elected by the members appointed by the County Commission. Following the initial Chairperson's term, the second Chairperson will be elected by the members appointed by the Mayor and City Council. Thereafter, the Chairperson will be elected on a rotating basis between the County Commission and the Mayor and City Council.

The existing County and City parks-and-recreation employees will be interviewed and retained by the Authority to fill employment positions within the Authority. Said employees shall be given first priority over people not employed at that time by either the County or City parks-and-recreation services. Each employee retained by the Authority from the respective County and City parks-and-recreation services will maintain its current years of service/seniority. Said employees will receive the benefit plan for either the County or the City—whichever is more advantageous, as determined by the governing members of the Authority.

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