

PIKE COUNTY BOARD OF COMMISSIONERS

P.O. Box 377 • 77 Jackson Street
Zebulon, GA 30295

J. Briar Johnson, Chairman
Tim Daniel, Commissioner
Tim Guy, Commissioner
Jason Proctor, Commissioner
James Jenkins, Commissioner

Brandon Rogers, County Manager
Angela Blount, County Clerk

Regular Meeting AGENDA

Tuesday, July 30, 2024 - 6:30 PM

Courthouse, Main Courtroom, 16001 Barnesville Street, Zebulon, Georgia

Courthouse Doors on East/South Sides open at 6:00 p.m. Town Hall Meeting at 6:15 p.m.

1. CALL TO ORDER

Chairman J. Briar Johnson

2. INVOCATION

Kyle Garner

3. PLEDGE OF ALLEGIANCE

Chairman J. Briar Johnson

4. APPROVAL OF THE AGENDA - (O.C.G A. § 50-14-1 (e) (1))

5. APPROVAL OF THE MINUTES

- a. Minutes of the July 18, 2024, Regular Monthly Meeting.
- b. Minutes of the July 18, 2024, Executive Session.
- c. Minutes of the July 18, 2024, Workshop.

6. INVITED GUESTS - None

7. REPORTS FROM COMMISSIONS, DEPARTMENTS, COMMITTEES, AUTHORITIES

- a. Monthly Reports submitted from County Departments and County Authorities, including a Revenue/Expenditure Statement for all departments, and a summary check register.

There are no Department reports as they will be provided during the first Board meeting in August. Revenue/Expenditure Statements and Detail Check Register is included.

Financial Reports

- b. County Manager Report

Updated County finances will be provided on the August 18, 2024 Board of Commissioners meeting agenda. The finances were not available at the time of the preparation of the agenda.

- c. County Manager Comments.
- d. Commissioner Reports.
- e. County Attorney Report to Commissioners.

8. UNFINISHED BUSINESS

- a. Approve/deny FY 2022-2023 Budget Amendments.

9. NEW BUSINESS

- a. Approve/deny contract between Three Rivers Regional Commission Area Agency on Aging and Pike County Commission for Fiscal Year 2025.
- b. Appoint County voting delegate for the 2024 Legislative Leadership Conference.
- c. Consider the approval of the County Manager's recommendation and appointment of the new Library Manager.
- d. Discussion of the Pike County EMA vehicle loan.
- e. Approve/deny use of Parks and Recreation Impact Fees to replace existing irrigation and install new plumbing pipes to separate well and city water.
- f. Approve/deny the adoption resolution for the Capital Improvements Element (CIE) 2023 Annual update.
- g. Approve/deny the purchase of two tractors for Public Works.
- h. Discussion of the part-time Magistrate Judge pertaining to additional supplement.
- i. **PUBLIC HEARING:** To receive public input regarding MOD-24-01 Mill Creek Events, LLC owner and Joseph Lisicia applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 096. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

- j. **PUBLIC HEARING:** To receive public input regarding SUP-24-01 Tiffany Raborn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Molena, GA 30258 in Land Lot 67 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy.

Action: Discuss/Approve/Deny

- k. **PUBLIC HEARING:** To receive public input regarding SUP-24-02 D & K Properties owner and Kenneth Waller applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carver Road, Griffin, GA 30224 in Land Lot 89 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

- l. **PUBLIC HEARING:** To receive public input regarding REZ-24-02 Dee McLeRoy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

- m. **PUBLIC HEARING:** To receive public input regarding REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel.

Action: Discuss/Approve/Deny

- n. **PUBLIC HEARING:** To receive public input regarding REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airpark Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airpark for additional hanger space. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

- o. **PUBLIC HEARING:** To receive public input regarding REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airpark Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

10. PUBLIC COMMENT - None

11. EXECUTIVE SESSION

- a. County Manager Brandon Rogers requests an Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency, as provided in O.C.G.A. § 50-14-3(b)(2), germane to personnel.

12. ADJOURNMENT

Agenda subject to revision.

PIKE COUNTY BOARD OF COMMISSIONERS

Minutes of the July 18, 2024, Regular Monthly Meeting.

SUBJECT:

Minutes of the July 18, 2024, Regular Monthly Meeting.

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	Minutes of the 7-18-2024 BOC RMM

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda

**REGULAR MONTHLY MEETING
PIKE COUNTY BOARD OF COMMISSIONERS**

The Pike County Board of Commissioners held its Regular Monthly Meeting on Thursday, July 18, 2024, at 9:00 a.m. in the Courthouse, Main Courtroom, at 16001 Barnesville Street, Zebulon. Chairman Briar Johnson convened the meeting and Commissioners Tim Daniel, Tim Guy, Jason Proctor and James Jenkins attended. County Manager Brandon Rogers, County Attorney Rob Morton and County Clerk Angela Blount were also present. (O.C.G.A. § 50-14-1(e) (2)).

- 1. **CALL TO ORDER..... Chairman J. Briar Johnson**
- 2. **INVOCATION.....Silent Invocation**
- 3. **PLEDGE OF ALLEGIANCE..... Chairman J. Briar Johnson**

4. **APPROVAL OF THE AGENDA - (O.C.G A. § 50-14-1 (e) (1))**

County Manager Bradnon Rogers requested Agenda Item 9. e. Department of Revenue Consent Order to be postponed until after the workshop scheduled for 2:00 p.m. today.

Motion/second by Commissioners Daniel/Guy to approve the amended agenda postponing Agenda Item 9. New Business e. Department of Revenue Consent Order until after workshop scheduled for 2:00 p.m. today, motion carried 5-0.

5. **APPROVAL OF THE MINUTES - (O.C.G.A. § 50-14-1(e) (2))**

- a. Minutes of the June 25, 2024, Regular Monthly Meeting.
- b. Minutes of the June 25, 2024, Executive Session.
- c. Minutes of the June 27, 2024, Special Called Meeting.

Motion/second by Commissioners Guy/Proctor to approve the minutes of the June 25, 2024 Regular Monthly Meeting, minutes of the June 25, 2024 Executive Session, and the minutes of the June 27, 2024 Special Called Meeting, motion carried 5-0.

6. **INVITED GUEST**

- a. Employee Recognition for service to Pike County.
- Christopher “Chris” Goodman** with Pike County Public Works was recognized for his 20 years of service with Pike County. County Manager Brandon Rogers stated that Chris left the county for a year or so thinking he was going to find something better, but that did not work out and he came back to Pike County. Chris has been the Road Superintendent for 15 of the 20 years employed in Public Works working right under the Director. CM Rogers noted that Ken Lalumiere has been the Interim Director since the Director job became vacant and Chris has really stepped into that role and has done a great job making sure things are happening daily. CM Rogers noted that Chris has been communicating with him over the past month and keeping him informed of what is going on and he appreciates everything he has done. Chris Goodman was presented with a 20-year certificate and pin. Chairman Briar Johnson thanked Chris for the Public Works monthly report that they have not seen in over 12 years.

7. **REPORTS FROM COMMISSIONS, DEPARTMENTS, COMMITTEES, AUTHORITIES**

- a. Monthly Reports submitted from County Departments and County Authorities, including a Revenue/Expenditure Statement for all departments and a summary check register.

Motion/second by Commissioners Daniel/Proctor to accept reports, motion carried 5-0.

- b. County Manager Report

Update on County finances for the following funds/accounts:

General Fund	\$734,867.48
Fire Dept. Donations.....	\$11,347.61
Cash Reserve Account	\$109,986.99
Jail Fund	\$31,302.62
E-911 Fund	\$81,609.45
DATE Fund	\$31,830.25
Juvenile Court Fund.....	\$13,745.14
Residential Impact Fee	\$256,718.27
Commercial Impact Fees	\$8,335.04
C.A.I.P FUND	\$217,341.50
General Obligation SPLOST 2022-2028.....	\$1,675,807.26
L.M.I.G. Grant (DOT).....	\$44,274.31

- c. County Manager Comment

County Manager Brandon Rogers thanked the Fire Department and First Responders for all their hard work yesterday with the fire at Zebulon United Methodist Church. Quentin Rousseau was the scene commander and did an excellent job of reading the scene and making sure everyone remained safe. CM Rogers thanked Upson County and Spalding County for their assistance with mutual aid with this fire. There were some issues with the Department of Transportation with the closing of Highway 19 that will need to be worked out. CM Rogers thanked the Fire Department and EMA Director for standing their grounds of keeping the road closed when being pressured to open it. They were looking out for everyone’s safety. CM Rogers thanked everyone who helped at the scene yesterday, even

Public Works was called to the scene due to some structure issues where they thought the building was going to collapse and Public Works had to pull the walls down to get the fire out. Chris Goodman and Joe Bigler, who was on call with Public Works, were able to help with the Fire Department.

d. Commissioner Reports

District 1 – Commissioner Daniel asked the County Manager where the county was at on paving. County Manager Brandon Rogers replied that progress is still being made on paving but since the county is not doing paving right now, it is slower. CM Rogers noted he has been talking with the County Attorney over the last week about McKinley Road and getting all the rights-of-way done so the road can be paved. CM Rogers noted that Chris Goodman is working on bid requirements for Watering Hole Pass to get it paved along with some of the other roads that do not require a lot of prep work before paving. CM Rogers stated he has been busy and has not had time to sit down with Chris Goodman, which is at no fault of Chris.

District 2 – Commissioner Guy stated he has received a couple of calls regarding several pots holes on Shortcut Road that need attention.

District 3 – Commissioner Proctor - No report.

District 4 - Commissioner Jenkins stated he has received a complaint on Woodard Road with the ditching.

Commissioner Jenkins asked if the job had been posted for the Public Works Director position. CM Rogers replied no, it has not been posted. CM Rogers stated since Todd Goolsby was employed as the Director of Public Works for so long, the county does not have a good job description and it is taking a little longer to get it posted. CM Rogers stated it will be posted by the end of this week.

At Large Chairman Briar Johnson noted the county has a couple of Board Vacancies, one with the Georgia Department of Behavioral Health and Developmental Disabilities Region 6 which is a three-year term and one on the West Georgia Region 4 EMS Council which is also a three-year term. Anyone interested in applying for one of these vacancies, please contact the County Clerk Angela Blount at the Board of Commissioners office.

Chairman Johnson asked that everyone keep the Methodist Church in their prayers that CM Rogers spoke about earlier.

- e. County Attorney Report to Commissioners – No report other than what is on the agenda and in Executive Session.

8. UNFINISHED BUSINESS

- a. Approve/deny FY 2022-2023 Budget Amendments.

County Manager Brandon Rogers requested to postpone the FY 2022-2023 Budget Amendments until the next Board of Commissioners regular monthly meeting. CM Rogers stated the auditors have not provided the information needed for the budget amendments and we should have it any day now.

Motion/second by Commissioners Daniel/Guy to postpone the FY 2022-2023 Budget Amendments until the next Board of Commissioners regular monthly meeting, motion carried 5-0.

9. NEW BUSINESS

- a. Consider use of Courthouse Grounds (Courthouse Lobby) from Christine Curry with Pike Historic Preservation on Friday, September 20, 2024 from 8:00 a.m. – 4:30 p.m., Saturday, September 21, 2024 from 10:30 a.m. – 4:30 p.m. and Sunday, September 22, 2024 from 11:30 a.m. – 4:00 p.m. for Slow Exposures Photograph Festival 21st year.

County Manager Brandon Rogers stated there is an event already planned on Saturday for Character Night on the Square in which this event will not interfere with it. There is potential court on Friday, and Christine Curry with Pike Historic Preservation agreed not to set up any easels in the lobby of the Courthouse on Friday. On Saturday and Sunday, Ms. Curry can set up the easels in the Courthouse lobby. County Manager Brandon Rogers recommendation is to approve.

Motion/second by Commissioners Guy/Proctor to approve use of Courthouse Grounds, motion carried 5-0.

- b. Approve/deny proposed Pike County Public Works Fee Schedule.

County Manager Brandon Rogers stated when the Unified Development Code was approved, it mentions a Public Works Fee schedule in which was never finished. The schedule allows the Board of Commissioners to change and update the fees as needed without having to make changes to the policy and procedures in the Unified Development Code. CM Rogers noted one of the issues the county had recently was a developer who was going to purchase a bond and there was no way to estimate the cost of the bond should be because there was no schedule telling what the cost of the road should be at. The fee schedule will tell them how much it should be at linear foot. CM Rogers noted there are two changes in the fee schedule that he would like to bring to the Boards attention. The Driveway Permit – Application fee increasing from \$50.00 to \$100.00 and the Driveway Pipe Installation by the County increasing from \$2,400.00 to \$3,000.00. The County is losing money right now and that is why it is being requested to increase the fees on Drive Permit and Driveway Installation. CM Rogers noted all the other fees are new.

Motion/second by Commissioners Daniel/Guy to approve Public Works Fee Schedule, motion carried 5-0.

- c. Approve/deny Intergovernmental Agreement between City of Molena and Pike County related to insurance.

County Manager Brandon Rogers addressed the Board stating that about two years ago the City of Concord reached out to the County stating they are losing employees because they could not offer benefits, they could not afford it. At that time, the County reached out to their insurance broker to try to work something out and they were unable to do it. CM Rogers stated last year when the County was signing up for insurance the conversation came up again and the insurance broker stated that they can make it happen. McGriff went out and did some work but ended up being short on time and could not implement it last year. This year, the County was able to offer this to the municipalities to join in on the County insurance. CM Rogers stated basically what the agreement is stating is the County will be reimbursed by the City for any insurance premium costs for the City's full-time employees enrolled with the County's carrier to the City. Offering the insurance to the municipalities does not cost the county any additional money. County Attorney Rob Morton noted that the County asked the City of Molena to draft the Intergovernmental Agreement, and the City of Molena has approved this agreement. Mr. Morton recommends making a change to enumerated paragraph 6 regarding terms and renewals to include terms that shall be for one year, with the initial term shall run from the date of the execution hereof until June 30, 2025. The agreement shall automatically renew for additional one-year terms (July 1 until June 30th of the following calendar year, which will coincide with Pike County's budget year), unless either party provides a ninety-day written notice of nonrenewal/termination prior to the end of the term or intended date of termination. Chairman Briar Johnson asked if any of the other municipalities came forward and wanted insurance, could they still get it. CM Rogers replied yes but you would not want to offer it mid-year just at open enrollment. CM Rogers noted the City of Molena is the only city that has employees who have shown interest in the county insurance.

Motion/second by Commissioners Guy/Proctor to approve the Intergovernmental Agreement with change to enumerated paragraph 6 regarding terms and renewals to include terms shall be for one year, with the initial term shall run from the date of execution hereof until June 30, 2025. The agreement shall automatically renew for additional one-year terms (July 1 until June 30th of the following calendar year, which will coincide with Pike County's budget year), unless either party provides a ninety-day written notice of nonrenewal/termination prior to the end of the term or intended date of termination, motion carried 5-0.

- d. Approve/deny Resolution to increase per diem rate for Contract Court Reporters.

County Manager Brandon Rogers stated the Griffin Judicial Circuit was looking to increase the Court Reporters per diem. The Griffin Judicial Circuit is made up of Spalding County, Upson County, Fayette County and Pike County. The hope that this change will help alleviate the staffing shortages for Court reporters per diem by increasing these per diem from \$200.00 to \$400.00 for Criminal and Civil Court cases. CM Rogers noted with the number of cases that Pike County has, the overall increase would be somewhere between \$3,000.00-\$6,000.00. It could be more if Pike County has more cases and vice versa could be less if Pike County does not have many cases. County Manager Brandon Rogers recommendation is to approve the per diem increase for the Court Reporters.

Motion/second by Commissioners Daniel/Proctor to approve resolution to increase per diem rate for Contract Court Reporters, motion carried 5-0.

- e. Approve/deny Department of Revenue Consent Order.

Agenda amended to postpone this Agenda Item until after workshop scheduled at 2:00 p.m. today.

10. PUBLIC COMMENT (Limited to 5 minutes per person) - NONE

11. EXECUTIVE SESSION

- a. County Manager Brandon Rogers requests an Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency, as provided in O.C.G.A. § 50-14-3(b)(2), germane to personnel.
- b. Chairman Briar Johnson requests an Executive Session to discuss the possible acquisition of real property pursuant to O.C.G.A. 50-14-3 (b)(1).

Motion/second by Commissioners Guy/Daniel to adjourn Regular Session and enter into Executive Session at 9:29 a.m., motion carried 5-0.

CLOSED MEETING AFFIDAVIT

[A copy of the affidavit must be filed with the minutes of the meeting]

STATE OF GEORGIA COUNTY OF PIKE

AFFIDAVIT OF PIKE COUNTY BOARD OF COMMISSIONERS

Members of the Pike County Board of Commissioners, being duly sworn, state under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Pike County Board of Commissioners met in a duly advertised meeting on 7-18-2024.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:29 a.m.
4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- No Consultation with the county attorney, or other legal counsel, to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);
- No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____*insert the citation to the legal authority making the tax matter confidential*);
- Yes Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);
- Yes Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency, as provided in O.C.G.A. § 50-14-3(b)(2);
- No Other – Germane to authorizing negotiations to purchase, dispose of or lease property.

Pike County Board of Commissioners:

J. Briar Johnson, Chairman	(L.S.)
Tim Daniel, Commissioner	(L.S)
Tim Guy, Commissioner	(L.S.)
Jason Proctor, Commissioner	(L.S)
James Jenkins, Commissioner	(L.S.)

This the 18th day of July 2024.

Sworn to and subscribed
Before me this 18th day of July 2024.

Robert L. Morton
Morton & Morton Associates
County Attorney and Notary Public

My commission expires: August 10, 2026.

Due to prior commitment, Commissioner Daniel left at 10:43 a.m.

Motion/second by Commissioners Guy/Proctor to adjourn Executive Session and enter into Regular Session at 11:17 a.m., motion carried 4-0.

County Attorney Rob Morton requested the Board to entertain a motion to authorize the execution of a Quit Claim Deed to STS Development pursuant to the reversionary clause related to the Deed that was recorded in January 2019 related to tract of 1.29 acres.

Motion/second by Commissioners Proctor/Guy to authorize the execution of Quit Claim Deed, motion carried 4-0.

12. ADJOURNMENT

Motion/second by Commissioners Guy/Proctor to adjourn at 11:19 a.m., motion carried 4-0.

J. Briar Johnson, Chairman

Angela Blount, County Clerk

PIKE COUNTY BOARD OF COMMISSIONERS

Minutes of the July 18, 2024, Workshop.

SUBJECT:

Minutes of the July 18, 2024, Workshop.

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	Minutes of the 7-18-2024, Workshop

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda

**WORKSHOP
PIKE COUNTY BOARD OF COMMISSIONERS**

The Pike County Board of Commissioners held a workshop on Thursday, July 18, 2024, at 2:00 p.m. in the Courthouse, Main Courtroom, at 16001 Barnesville Street, Zebulon. Chairman Briar Johnson convened the meeting and Commissioners Tim Daniel, Tim Guy, Jason Proctor and James Jenkins attended. County Manager Brandon Rogers, County Attorney Rob Morton and County Clerk Angela Blount were also present. (O.C.G.A. § 50-14-1(e) (2)).

- 1. CALL TO ORDERChairman Briar Johnson**
- 2. INVOCATION.....Silent Invocation**
- 3. PLEDGE OF ALLEGIANCE..... Chairman Briar Johnson**
- 4. APPROVAL OF THE AGENDA - (O.C.G A. 50-14-1 (e) (1))**
Motion/second by Commissioners Daniel/Guy to approve the agenda, motion carried 5-0.
- 5. NEW BUSINESS**

- a. Discussion of the Department of Revenue Consent Order with Pike County Board of Tax Assessors and the Pike County Board of Education.

Board of Tax Assessors in attendance: Greg Hobbs, Gary Hammock, Tim Ingram, Christopher Tea and Parrish Swift

Pike County Board of Education in attendance: Shane Williamson, Melissa Smith and Debbie Woerner

County Manager Brandon Rogers addressed the Boards stating everyone that in attendance is there to discuss the Georgia Department of Revenue Consent Order. County Attorney Rob Morton stated the reason this is being considered is because on January 9, 2024, Tax Commissioner Donna Chapman received a notice from the Department of Revenue that Pike County had failed to meet the digest requirements and they were intending to assess a penalty of \$48,645.00. The Board of Commissioners and the Board of Tax Assessors considered the notice to file an appeal. On February 20, 2024, Pike County appealed the consent order and the corresponding penalty, challenging the correctness of the deficiencies cited in the order. Pike County and the Revenue Commissioner have concluded a consent order would address the deficiencies in the 2022 Pike County Tax Digest and establish criteria for the submission of future Digests. The Board of Tax Assessors voted to deny the consent order at their meeting on Tuesday, July 16, 2024, because they felt like they could not meet the requirements by the deadline. Chief Appraiser, Greg Hobbs, stated there are 362 days before the 2025 Tax Digest is due. In the consent order, Item 33 states Pike County shall maintain a professional appraisal staff as required by law. Immediately following the date of the execution of the consent order, it is recommended Pike County contract with a vendor due to the limited time available to complete the consent order by the time the 2025 Digest becomes due. Greg Hobbs stated bids have not even been sent out yet and he has no problem at all complying with everything in the consent order but the time constraint he does not believe can happen. Mr. Hobbs stated when July 15, 2025 gets here and the Digest is not submitted, then a penalty of \$500.00 per working day until the conditions set forth in the consent order are accomplished, the total of which shall not exceed the amount of the penalty deferred by the consent order. Mr. Hobbs stated his concerns are the Tax Assessors office will be under the States thumb telling them what to do. Mr. Hobbs stated it will take more than what is in his office to get all this stuff corrected in the consent order. Mr. Hobbs noted in the Performance Review one of the comments was the Chief Appraiser was unwilling to do some things. Mr. Hobbs stated he took the lesser of the two evils by not going to the Board of Equalization. Mr. Hobbs noted he has to do the same amount of work no matter what. Mr. Hobbs noted the past four years have been extremely difficult in the Tax Assessors office. The Tax Assessors office is now waiting on the sales ratio study for the year 2023 and the office should have it by the end of the month. Mr. Hobbs stated the county is already late because the 2025 Tax Digest is due in 362 days. The Tax Assessors Office is still working on the 2024 Digest and still has 113 appeals which means it is not ready to submit to the state. County Manager Brandon Rogers asked Mr. Hobbs, other than the deadline, does he agree the consent order is something that needs to be done. Mr. Hobbs replied absolutely. CM Rogers stated on page 12 of the consent order, it states that the \$500.00/ working day will not exceed the penalty that was deferred. CM Rogers noted the penalty will be paid either way if the consent order is signed or not signed so why not sign the consent order in an attempt to not have to pay the penalty. Tax Assessors Board member, Christopher Tea, noted there are some issues that were brought up in the Performance Review on page 28, under Office Facilities and Equipment, it states that the Pike County appraisal office is located in the Pike County Courthouse Annex. The facility is not large enough to meet all the needs of the Pike County Board of Tax Assessors at this time or in the foreseeable future. Mr. Tea stated that implies that Pike County will need to provide larger facilities prior to the conclusion of the consent order, and he personally does not see that happening. Mr. Tea noted on page 25 of the Performance Review, the Tax Assessors office currently has five appraisers in the office. One full-time employee for each 2,500 parcels is typical, although this proportion varies greatly among jurisdictions. In smaller

jurisdictions, the workload average is about 1,500 to 1,700 parcels per employee: in larger jurisdictions, about 3,000 to 3,500. Mr. Tea stated Pike County has just over 10,800 parcels in the county which would imply the county needs seven appraisers in the Tax Assessors office, and he does not see that happening prior to the conclusion of the consent order. Mr. Tea stated that would be a failure right from the start. County Attorney Rob Morton referenced paragraph 5 of the consent order, Pike County shall make available to the Board of Assessors the necessary support, in the form of equipment, personnel, office space, supplies, reliable transportation, and software to ensure approval of the 2025 Tax Digest in accordance with the terms of the consent order. Pike County Board of Assessors shall document and approve all requests in writing to the Governing Authority for departmental needs. County Attorney Rob Morton stated he does not agree that the county has to provide new facilities by the deadline of the consent order. Mr. Morton stated the Board of Commissioners is mandated under the consent order to provide the necessary support requested by the Board of Tax Assessors. Mr. Morton noted it is his interpretation that the Board of Commissioners make additional facilities available not that the Board of Commissioners have to build new facilities. Parrish Swift noted it includes personnel. Mr. Morton replied yes and personnel, rather it be outsourcing, independent contractors or whatever it be. Christopher Tea mentioned on page 25 of the Performance Review that all the employees are relatively new to the Tax Assessors Office, being hired in 2021, 2022 and 2024 except the Chief Appraiser who was hired in 2013. County Manager Brandon Rogers stated if the Board of Commissioners agree to sign the consent order, the consent order does mandate that something immediately be put in place to start the reassessments and it was his understanding that is what they meant in the consent order as additional staff. CM Rogers asked Christopher Tea was he talking about additional staff on top of the appraisal staff that is currently in the Tax Assessors office. Christopher Tea replied he is talking about additional staff in general to handle all the different tasks in the Tax Assessors office. Christopher Tea mentioned that it has been said prior to the workshop something about having a third party do the duties of the Tax Assessors office and reduce the number of employees in that office and he disagrees. Mr. Tea stated the way he read it from the State is that the Board of Commissioners shall support the Tax Assessors office and contract out the work around, it was not an either-or situation. Chairman Briar Johnson stated put the consent order to aside for a minute and asked Mr. Tea if he was saying the Tax Assessors office still does not have enough staff outside of the consent order. Greg Hobbs stated yes that is correct, if you want the Tax Assessors office and Board of Tax Assessors to do everything in the consent order there are not enough people in the office. Chairman Briar Johnson stated to forget the consent order, forget about it for a minute, does the Tax Assessors office have enough staff in the office now to do the job. Greg Hobbs replied no, he does not have enough staff with or without the consent order to do the tasks in the Tax Assessors office. Chairman Briar Johnson asked who was responsible for hiring the staff in the Tax Assessors Office. Greg Hobbs replied that the Board of Tax Assessors are responsible for hiring. County Manager Brandon Rogers asked Mr. Hobbs how many employees he is short in the office. Mr. Hobbs replied it should be a six-man office and they have five employees currently. County Manager Brandon Rogers noted when he read through the report, he saw similar things that Mr. Tea is talking about; it does not specify what the number of parcels per assessor should be, and asked what the State requires. Mr. Hobbs stated that Pike County has almost 11,000 parcels, and he likes to keep things easy, so he figures 2,000 parcels per appraiser. County Manager Brandon Rogers stated that is on the extremely low side from what the report stated, Pike County has around 3,200 parcels per appraiser. Christopher Tea stated on page 25 of the Performance Review, it states one full-time employee for each 2,500 parcels is typical, although this proportion varies greatly depending on jurisdiction. In smaller jurisdictions, the workload average is about 1,500 to 1,700 parcels per employee: in larger jurisdictions, about 3,000 to 3,500 parcels per employee. Chairman Briar Johnson noted from what he is hearing Pike County should have about five and half employees for 11,000 parcels. Greg Hobbs noted this is a review of the 2022 Tax Digest. In 2022, there was not enough staff in the Tax Assessors office to complete all the tasks. Mr. Hobbs noted where the Tax Assessors office is today is not where they were in 2022, the Tax Assessors office has a very competent staff now. Mr. Hobbs noted he could send an employee out to measure a house, keep in mind the county is responsible for getting 3,000 – 4,000 parcels completed each year, that employee will have to walk 25 properties a day then return to the office and input all the data into the computer. Then the next day, start over doing the same thing. When they say there are enough appraisers for each task, it is not talking about enough support staff to enter the data in the system. Mr. Hobbs noted it goes farther than just that, when citizens appeal their tax values, then staff has to prepare documents to go to the Board of Equalization which involves a field appraiser to go out again. Parrish Swift asked what was trying to be accomplished with this workshop. CM Rogers replied that the Board of Commissioners needs to get enough information for them to decide if they want to enter into an agreement with the consent order or not. Parrish Swift stated then the Board of Commissioners just need to ask the Board of Tax Assessors questions because they have already voted no to the consent order. Chairman Briar Johnson noted that the Board of Tax Assessors voted not to enter into the consent order with the Department of Revenue and that was their recommendation to the Board of Commissioners. The Board of Commissioners has the final say. County Attorney Rob Morton noted the Board of Tax Assessors met for an hour and a half and did not feel they could meet the criteria in the consent order by the deadline therefore recommend denial. County Manager

Brandon Rogers asked if it mattered if the deadline was not met because the penalty is going to be the same, rather it be now or next year. If this is the case, then why would the consent order not be agreed upon in starting to get everything right. Christopher Tea wanted to go back to what County Attorney Morton spoke on with adequate office space building, does that mean the Board of Tax Assessors puts in a written request immediately following today's workshop for updated facilities to meet the recommendation of the and the county has to comply. County Attorney Rob Morton stated the consent order reads Pike County Board of Assessors shall document and approve all requests in writing to the Governing Authority for Departmental needs. If there is a written request from the Board of Assessors, the Pike County Board of Commissioners needs to consider the request. Christopher Tea stated if the Board of Commissioners does not comply with their written request, does that mean they have failed on their part of the consent order. County Attorney Rob Morton stated he does not know how the Department of Revenue is going to interpret the consent order but if the Board of Commissioners does not have the original request and the response, then there is nothing to document. If the Department of Revenue sees that the Pike County Board of Tax Assessors submitted a written request, referenced in paragraph 5 of the consent order, and the Board of Commissioners has responded rather it is in full compliant or not, that will be up to the interpretation of the Department of Revenue. Christopher Tea noted all this leads to another point about being compliant in 362 days, one of the recommendations was to contract with an outside firm, he does not believe this may be able to be completed by the deadline due to the short notice and time frame for an outside firm to conduct an analysis on all properties. County Attorney Rob Morton stated in paragraph 33, it is recommended that Pike County contract with a vendor due to the limited time available to complete the consent order by the time the 2025 Digest becomes due, it does not mandate that Pike County contracts with a vendor. Lyn Smith noted if the consent order is signed, then the Tax Assessors will have to immediately have someone on the ground and bids have not even been submitted. Mr. Smith stated they have talked to some outside vendors, and they just laugh because the consent order cannot be completed by the deadline. Mr. Smith noted the Tax Assessors office is understaffed and that is why the Board of Tax Assessors denied the consent order because they cannot get the help to get it done by the deadline. Christopher Tea noted the State monitors each county by looking at three different criteria's, the level of assessment, uniformity and assessment bias. The deficiency letter that Pike County received from the Department of Revenue stated the 2022 valuations of property set by the Board of Tax Assessors for taxation purposes are not uniform and equalized. Mr. Tea noted if you look at the audit where they dug into the numbers, of those three criteria, Pike County passed two and failed one. The two that passed were uniformity and assessment bias. Mr. Tea noted the Department of Revenue indicated that Pike County is about 25% low on level of assessments, however, since uniform and assessment bias were in line, the county was uniformly low. Mr. Tea noted this means everyone was being treated fairly and everyone was low that was assessed. Mr. Tea stated if the numbers are brought up another 25%, because of the mill rate that has been discussed in the past of the 14 mills that is required for the grant that the Board of Education has, in 2023 the county can get their documentation to meet the Board of Education's budget, they only need 12.107 mills to meet their budget, so that is about 1.87 excess tax revenues that resulted in \$1.2 million dollars in excess tax revenues. Chairman Briar Johnson stated the Board of Commissioners has to do what is right and the consent order is what is required by law in which the Tax Assessors office is not doing some of the stuff. This is what needs to be focused on, get the Tax Assessors office and Board of Tax Assessors complaint with what the State requires. Christopher Tea agreed it does need to be right and one of the goals in the Tax Assessors office is to treat every taxpayer fair and equally. Christopher Tea noted if you bring up the number another 25%-30%, to comply with what the State wants, the amount of money that is going to be extracted from the property owners is going to be significant. Chairman Briar Johnson asked how it is any different for the surrounding counties if the State is requiring it. Christopher Tea replied Pike County was unique in the years 2021-2022 in run up in property values. Christopher Tea stated it was not their job to be fair to Lamar County property owners, it is their job to be fair to Pike County property owners. Chairman Briar Johnson stated it is their job to follow the law. County Manager Brandon Rogers stated you can be fair across the board and still have that number, what the Board of Assessors is trying to do is manipulate the taxing authority's millage rate by keeping the values at a certain level. CM Rogers noted you are not allowing the taxing authorities to do what they are supposed to do rather it be roll it back or not roll it back, the Board of Assessors is taking that part away from them. Christopher Tea replied they have not done anything, none of the decisions in the past from the Tax Assessors Board have been based on what the County Manager just indicated. Mr. Tea stated that he was just telling everyone what will happen if the county moves forwards with the 25% to comply with the State. County Manager Brandon Rogers stated when the 2025 audit sales ratio is submitted, the county will fail again. Christopher Tea replied not necessarily, the market now is cooling, the list prices of homes are improved. No one has any idea of what may happen in 2025. CM Rogers asked if the rates would have to be changed prior to that. Christopher Tea replied no, the rates were changed in 2023 from \$60.00 sq ft to \$91.00 sq ft. and now the Board of Tax Assessors is waiting on the sales ratio for 2023 which they should have by end of July this year. In 2022, the sales ratio was 29.63%. Greg Hobbs noted once the sales ratio comes in, then the county will know they are not low. County Manager Brandon Rogers asked Greg Hobbs what he expects the sales ratio to be for 2023. Greg Hobbs stated he would guess over 36%. Mr. Hobbs stated the

county has 117 appeals for the year 2024 versus 1,300 appeals for year 2023 when the change was made. CM Rogers asked what step in the consent order is going to request the Board of Tax Assessors to increase the values. Greg Hobbs replied that will be if the county decides to go with a re-evaluation company which the State recommends having everything looked at within 362 days and then they go back and re-calculate it and values could go up more. Mr. Hobbs reminded everyone that what they are looking at for the year 2024 is data for year 2023, for year 2023 it is data for year 2022. The consent order data that is due in 362 days will not be looked at until the year 2026. Mr. Hobbs noted it will be very difficult to get the consent order completed in 362 days. Chairman Briar Johnson asked if the county could ask for an extension on the consent order if it is not completed by deadline. County Attorney Rob Morton stated he does not see a provision in the consent order where the county can ask for an extension. In the event Pike County fails to substantially complete the terms or conditions set forth in the consent order, there shall be assessed against Pike County a penalty of five hundred dollars (\$500.00) per working day, until the conditions set forth are accomplished, the total of which shall not exceed the amount of the penalty deferred by the consent order in the amount of \$48,645.00. The deadline for completing any term or condition in the consent order shall be such time as the 2025 Digest becomes due unless otherwise expressly noted in the consent order. Any penalty assessed will be evaluated on a case-by-case basis by the Revenue Commissioner considering all information submitted by the county. County Attorney Rob Morton noted if the county is working diligently adhering to the consent order and provide documentation to the Department of Revenue that should be taken in consideration if the deadline is not met. County Manager Bradon Rogers asked if the Board of Tax Assessors has a recommendation on rather or not to do the full re-assessment. Christopher Tea replied if the consent order is not signed, the Tax Assessors office does need to do a complete walk-around. Even if the consent order is signed, it needs to be done regardless. Shane Williamson referred to the Equalization, the 14 mills is mandated by the State, which is \$2.5 million dollars for the Board of Education and if it is not at 14 mills, that is how much the Board of Education would lose. Debbie Woerner noted Equalization is a fact of two-year lag as well, when you look at data. Shane Williamson noted it runs just like the assessments with a lag. Chairman Briar Johnson asked the Board of Tax Assessors, if the Board of Commissioners does not agree on the consent order, how long will it take the Tax Assessors Office to be in compliant with everything that is in the consent order. Lyn Smith noted the Tax Assessors has no one ready to go. Greg Hobbs noted the Tax Assessors office is not ready to hit the ground running yet. There are a lot of moving parts. Personal Property Appraiser should only be working on Personal Properties. Mr. Hobbs noted he does not want to be under the States thumb. Chairman Briar Johnson noted the Board of Commissioners are the ones who asked the State to come down and do a Performance Review and the consent order is what they came back with on what needs to be done. Chairman Johnson thinks the consent order needs to be signed, instead of looking for ways it cannot be done look for ways it can be done. The Board of Commissioners, County Manager and Staff needs to commit to helping the Board of Tax Assessors and Tax Assessors office where they can. The consent order needs to be done. The money has been set aside for a re-assessment to be done, it needs to be done. Chairman Johnson recommends a total re-evaluation, and the clock is ticking since January. If the consent order is not completed next year and the county receives a penalty, it is up to the fine. Chairman Johnson stated the fine will be paid now or later. Commissioner James Jenkins noted at the Board of Assessors meeting on Tuesday, the consent order cannot be completed by the deadline so the county will have to pay the fine. Greg Hobbs said it will probably be more than \$400,000.00 to have a third party to reassess the county now because of the element that the consent order has to be done by a deadline. Chairman Johnson stated the county has to make it right and not kick it down the road that is why the consent order needs to be signed. Commissioner Jenkins stated it does have to be right and if the consent order is not signed there will have to be some accountability that the Tax Assessors are doing everything to make it right. County Attorney Rob Morton noted he mentioned on Tuesday at the Board of Assessors meeting that he does not have a legal opinion on this matter, but this is a decision that has to be made answering the citizens. In addition to the penalty, The Office of the State Treasurer and any other State Agency or office shall upon such order immediately permanently withhold from the county any funds otherwise becoming payable during the holding period including the Road Mileage Grant Program under O.C.G.A. 36-17-1, the County's Appraisal Staff Grant Program under O.C.G.A 48-5-267 and the Public Road Grant Program under O.C.G.A. 48-14-3. County Attorney Rob Morton stated it is not just about the penalty of \$48,645.00. County Attorney Rob Morton stated he was just reading the statutes so the Board of Commissioners can make educated decisions. County Manager Bradon Rogers noted as of now, the Board of Tax Assessors is saying pay the penalty and do not enter into the consent order and do a complete reassessment of the county which was estimated to be about \$400,000.00. CM Rogers stated that Greg Hobbs estimated the sales ratio to be at 36% for the year 2023 and a complete evaluation was done of the county, does that mean the re-evaluation of the houses is going to be higher or should it be in line with what Mr. Hobbs said. Mr. Hobbs stated that the County Manager is misunderstanding what a ratio actually does. The level of assessment in Georgia is 40%, the county wants to be at 38% because Public Utilities pay their fair share, until the Department of Audits and Accounts send the sales ratio then the county will know what the 2023 data is for year 2024. Mr. Hobbs stated the values today are low and need to be increased. Mr. Hobbs stated he asked the Board of Tax Assessors this year to increase the values and they would not. Mr.

Hobbs stated the values will go up for the year 2025. Mr. Hobbs noted the whole county does need to be re-evaluated rather the consent order gets signed or not, he wants it right. If the consent order is signed, Mr. Hobbs stated it will put a lot of pressure on his office. Shane Williamson noted if the county does not get this right now, the millage rate will have to be raised to cover the budget down the road to cover the inflation. Commissioner Tim Daniel stated he was very uninformed before the meeting, and he knows nothing about taxing. Commissioner Daniel stated this is way over the Board of Commissioners, that is why the county has a Board of Tax Assessors. Commissioner Jason Proctor asked the Board of Tax Assessors, which option is going to cost the taxpayers more money; sign the consent order or just pay the \$48,645.00 fine. Either way, the fine will have to be paid and cost the taxpayers money. If the consent order is signed the fine is being prolonged until July 2025 and if the consent order is not signed, the fine will have to be paid now. Chairman Briar Johnson stated by signing the consent order, it will make sure the work is done. Tax Commissioner, Donna Chapman, addressed the Boards stating two different things are being discussed, one is talking values, and one is talking taxes. If values go up 25%, in reality, that mill rate should be adjusted on that increase. That does not mean the taxes are going up 25% because the mill rate should be rolled back. The county will roll back their mill rate, but the Board of Education does not roll back their mill rate. Christopher Tea noted if the consent order is approved the first thing the Board of Tax Assessors are going to do is submit in writing to the Board of Commissioners for facilities. Greg Hobbs did note that the Tax Assessors office is small, there are five employees and at one time there were 13 people in the office, and it was standing room only. Christpther Tea noted he is not implying a new building needs to be built but more room needs to be available. This would comply with the consent order and probably cost the county more money. County Manager Brandon Rogers asked why the Tax Assessors need additional space if they have the same number of staff and an outside company is performing the re-evaluations for the county. Christopher Tea stated in order to comply with the consent order, the Board of Tax Assessors will be submitting the request in writing. Debbie Woerner asked if the Department of Revenue offers support or additional resources. Greg Hobbs stated they would help.

Motion/second by Commissioners Jenkins/Daniel to not sign the consent order and pay the fine with a condition that the Board of Tax Assessors will provide a monthly report to the Board of Commissioners regarding the progress of accomplishing the goals in the consent order. (After discussion, Commissioners Jenkins/Daniel withdrew their motion)

FOR DISCUSSION:

Christopher Tea asked the County Attorney about the grants, if they were tied specifically to the year 2022 or 2025. County Attorney Rob Morton replied the county will not be entitled to grants. County Attorney Rob Morton reiterated again that in addition to the penalty, The Office of the State Treasurer and any other State Agency or office shall upon such order immediately permanently withhold from the county any funds otherwise becoming payable during the holding period including the Road Mileage Grant Program under O.C.G.A. 36-17-1, the County’s Appraisal Staff Grant Program under O.C.G.A 48-5-267 and the Public Road Grant Program under O.C.G.A. 48-14-3. Parrish Swift noted it sounds like the Board of Commissioners at this point need to protect themselves because of the grants. Christopher Tea noted the consent order did not reference anything about the grants, it just referenced the penalty. County Attorney Rob Morton noted it was in the statue in the letter the Department of Revenue sent.

Motion/second by Commissioners Guy/Jenkins to approve the execution of the consent order with a condition that the Board of Tax Assessors will provide a monthly report to the Board of Commissioners regarding the progress of accomplishing the goals in the consent order, motion carried 5-0.

6. ADJOURNMENT

Motion/second by Commissioners Daniel/Proctor to adjourn at 3:37 p.m., motion carried 5-0.

J. Briar Johnson, Chairman

Angela Blount, County Clerk

PIKE COUNTY BOARD OF COMMISSIONERS

Three Rivers Regional Commission Area Agency on Aging

SUBJECT:

Approve/deny contract between Three Rivers Regional Commission Area Agency on Aging and Pike County Commission for Fiscal Year 2025.

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
 Exhibit	Contract

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-231-AAA-2025, entered into as of the 1st day of July 2024, by and between

PIKE COUNTY COMMISSION
(hereinafter referred to as "SUBCONTRACTOR") and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as "TRRC").

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2024 through June 30, 2025. The effective date of this contract is July 1st, 2024. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2025.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment “B”

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC’s determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC’s satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR’s payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR’s final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment “A” for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
 - (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
 - (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.
6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and



the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the “Area Plan”) for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR’s performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that** year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
 - (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.
30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:
- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
 - (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
 - (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
 - (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
 - (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
 - (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
 - (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP), which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled “**Audits**” above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia’s Department of Human Services’ Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services’ *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (H

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

Pike County Commission

Address for Official Notices:

County Official

P.O. Box 377

Zebulon, GA 30295

By: _____

Title

DATE _____

ATTEST:

Three Rivers Regional Commission

Area Agency on Aging

P.O. Box 1600

Franklin, GA 30217

Emily J. Rogers

By: 

Executive Director



Council Chair

DATE 6/27/2024

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to meet the needs of older persons effectively and efficiently.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 Contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	Note - The service of ADRC Information and Assistance includes the service of Community Options Counseling. A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.

ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	N/A	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation, provide intervention (limited telephone case management) or for information and referral.
ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	Adult Protective Services (APS)	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report (except self-neglect) substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.
DISASTER SERVICES	Congregate Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
DISASTER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)	Elderly Legal Assistance	1 Hour 1 Case 1 Session	Staff Activity Logs	Line Item	State Legal Services Developer, Access to Services	Free legal representation, advice, and counseling for persons 60 and older
FSIU	Case Consultation, Technical Assistance	1 Person	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect and Exploitation. Forensics is point of contact for agencies engaged in criminal & death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.
FSIU (EAP)	Information and Outreach	1 Session	N/A	N/A	Forensic Special Initiatives Unit (FSIU)	Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect & exploitation of older adults and adults with disabilities.
HCBS - CAREGIVER SERVICES	Aging Mastery Program	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	<p>The Aging Mastery Program® (AMP) is a signature program of the National Council on Aging (NCOA). NCOA created Aging Mastery as a guide to building a playbook for aging well and making the most of the gift of longer life. The program provides a comprehensive and fun approach to positive aging by focusing on key aspects of health, finances, relationships, personal growth, and community involvement.</p> <p>One workshop is equal to ten sessions/classes.</p> <p>A completer is one participant who attends 7 of the 10 session/classes.</p> <p>One completer is required for reimbursement for the workshop.</p>

HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Activities may include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/Home Repair	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.

HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Outreach	1 Contact	Individual	Line Item	Caregiver Services Specialist, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
HCBS - CAREGIVER SERVICES	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. One workshop equals six weeks with one session/class per week. Completers are participants who attend 4 of 6 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCI Caring for You, Caring for Me	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A 10-hour evidence-informed caregiver program, conducted in five two-hour modules, that addresses the needs of family and professional caregivers. Caregivers learn: ways of coping with caregiving; resources available and how to access them; ways to share common concerns and issues. One workshop equals five 2-hour sessions/classes. A completer is one participant who attends 4 of the 5 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCI Dealing with Dementia	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A four-hour workshop, paired with the comprehensive Dealing with Dementia Guide, a detailed workbook designed to help caregivers. The goal of the workshop is to increase dementia knowledge and improve the caregiver's confidence in their ability to provide care. One completer is required for reimbursement for the workshop.
HCBS - CAREGIVER SERVICES	RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)	15 min	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	RCI REACH serves family caregivers who assist a care partner with Alzheimer's disease or another type of dementia. The program uses a "coaching" model rather than the usual caseworker or classroom approach to supporting caregivers. During twelve visits to the family home over a period of six months, the coach and caregiver work together to identify which issues are causing the most difficulty and then develop strategies to overcome the challenges. Caregivers also receive training in stress management and coping with dementia behaviors.

HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program; 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program; 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting
HCBS - CASE MANAGEMENT	BRI Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines

HCBS - CASE MANAGEMENT	Case Management	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	<p>Short-term assistance on behalf of an older person or caregiver who is experiencing immediate risk to health and safety, is at high risk of institutional placement, or has complex needs across multiple domains of care. Activities of case management include such practices as comprehensive assessment, often across multiple domains; and developing and monitoring short-term care plans. Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.</p>
HCBS - CASE MANAGEMENT	Case Management Brokering	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	<p>The conflict-free assessment of a consumer (preferably face-to-face) to determine eligibility or appropriateness for services, the recommendation of service(s) and frequency, and the periodic rescreening of that consumer to determine ongoing eligibility or appropriateness for services.</p>
HCBS - CASE MANAGEMENT	Support Options Coordination	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	<p>Providing skills training and support to consumers in meeting their responsibilities as participants in the consumer-directed model of services, including training, coaching, and providing technical assistance to consumers to assist them in using their budgets correctly and avoiding overspending.</p>
HCBS - EVIDENCE BASED SERVICES	Aging Mastery Program	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>The Aging Mastery Program® (AMP) is a signature program of the National Council on Aging (NCOA). NCOA created Aging Mastery as a guide to building a playbook for aging well and making the most of the gift of longer life. The program provides a comprehensive and fun approach to positive aging by focusing on key aspects of health, finances, relationships, personal growth, and community involvement.</p> <p>One workshop equals 10 sessions/classes.</p> <p>A completer is one participant who attends 7 of the 10 sessions/classes.</p> <p>One completer is required for reimbursement for the workshop.</p>
HCBS - EVIDENCE BASED SERVICES	BingoCize	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Bingocize ® is an evidence-based health promotion program that strategically combines the game of bingo, health education, and/or exercise. Trained leaders may select between separate 10-week workshops that focus on exercise-only, exercise and falls prevention, or exercise and nutrition. Each workshop includes a facilitator's script for each session, participants' materials, and "take home" cards for participants to complete exercises and tasks at home to reinforce the weekly health education information. Participants play Bingocize ® twice per week, with each 45-60-minute session consisting of exercises (range of motion, balance, muscle strengthening, and endurance exercises) and/or health education questions. Workshops can be delivered using a traditional in-person bingo game, along with printed curriculum facilitator and participants' materials. However, facilitators and participants are recommended to use a stand-alone online version, Bingocize ® Online, to play Bingocize ® in-person or remotely. This adds a fun, interactive technology component to the original game.</p> <p>One workshop equals 10-weeks with two 45 - 60 minute sessions/classes per week for a total of 20 sessions/classes.</p> <p>A completer is one participant who attends 16 of the 20 sessions/classes.</p> <p>One completer is required for reimbursement for the workshop.</p>

HCBS - EVIDENCE BASED SERVICES	CDSME - CDSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Chronic Disease Self-Management Education (CDSME) Chronic Disease Self-Management Program (CDSMP)</p> <p>A Stanford University (SMRC) evidence-based, train the trainer program held for two an a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions.</p> <p>Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.</p> <p>One workshop equals 6 weeks of 2.5 hour sessions/classes once per week. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.</p>
	CDSME - CPSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Chronic Disease Self-Management Education (CDSME) Chronic Pain Self-Management Program (CPSMP)</p> <p>The Chronic Pain Self-Management Program (online, synchronous) is an interactive group workshop delivered via Zoom or similar virtual platform for those living with chronic pain such as arthritis, backpain, neck pain, headache, or pelvic pain. Participants learn the skills to manage their pain on day-to-day basis: exercise, healthy eating, cognitive pain management, as well as how to deal with such concerns as fatigue, sleep problems, difficult emotions, weight loss, communicating with family, friends, and coworkers. Core self-management skills taught include action planning, problem solving and decision making.</p> <p>This service description specifies the target audience as "Adults, 18 years and older, living with chronic pain". For all services funded with Title IIID, the client must be 60 years of age or older.</p> <p>One workshop equals 6 weekly, 2.5-hour sessions/classes. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop</p>

HCBS - EVIDENCE BASED SERVICES	CDSME - Diabetes	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Chronic Disease Self-Management Education (CDSME)</p> <p>A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.</p> <p>One workshop equals to 6 weeks of 2.5 hour sessions/classes once per week. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.</p>
HCBS - EVIDENCE BASED SERVICES	CDSME - Tomando	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Chronic Disease Self-Management Education (CDSME)</p> <p>A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions.</p>
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Matter of Balance	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.</p> <p>One workshop equals to eight 2-hour sessions/classes, either once per week for eight weeks or twice a week for four weeks. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop.</p>
HCBS - EVIDENCE BASED SERVICES	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis.</p> <p>One workshop equals to 8 sessions/classes. A completer is one participant who attends 5 of 8 sessions/classes. One completer is required for reimbursement for the workshop.</p> <p>OR</p> <p>One workshop equals to 12 sessions/classes. A completer is one participant who attends 8 of 12 sessions/classes. One completer is required for reimbursement for the workshop.</p>

HCBS - EVIDENCE BASED SERVICES	Geri-Fit Program	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Geriatric is a 90-minute evidence-based health promotion program and chronic disease self-management support program. Designed exclusively for older adults, Geri-Fit helps rebuild strength that's been lost through the aging process. The progressive resistance strength training program uses bodybuilding techniques to increase strength. The program also incorporates range of motion exercises, stability and balance training, cardiovascular activity for heart health, and gait exercises to help improve walking. Geri-Fit helps ensure a higher level of function and improvement in activities of daily living as well as management of chronic diseases such as diabetes, heart disease, pain management, depression and more. There's no dancing, aerobics, or choreography to learn and participants never have to get on the floor. Most of the exercises are performed seated in chairs with a set of light dumbbells. However, participants have the option to do the exercises standing if they prefer. Each person is encouraged to work out at their own pace and fitness level.</p> <p>One workshop equals four weeks with two sessions/classes per week. A completer is one participant who attends 5 of 8 sessions/classes. One completer is required for reimbursement for the workshop.</p> <p>OR</p> <p>One workshop equals twelve weeks with two sessions/classes per week. A completer is one participant who attends 16 of the 24 sessions/classes. One completer is required for reimbursement for the workshop.</p>
	Health Coaches for Hypertension Control	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Health Coaches for Hypertension Control consists of eight sessions delivered by Health Coaches using a scripted manual and visual aids. The 90-minute sessions include experiential learning strategies appropriate for those with health literacy challenges. Specific session topics include: Basics of Hypertension Control; Nutrition with emphasis on Dietary Approaches to Stop Hypertension (DASH); Physical Activity with emphasis on creating a personal physical activity plan; Tobacco Cessation; Stress Management; Medication Management; one session about developing short-term action plans and another on creating a long-term action plan. The Nutrition and Physical Activity sessions also include content on weight control.</p> <p>One workshop equals eight 90-minute sessions/classes. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop.</p> <p>OR</p> <p>A workshop equals two 90-minute sessions/classes per week for four weeks. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop.</p>
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - Care Transitions Intervention	1 Person	Individual	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	<p>Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition.</p> <p>Note - Not MFP Eligible Clients</p>

HCBS - EVIDENCE BASED SERVICES	Hospital Transition - The Bridge Model	1 Person	Individual	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.
HCBS - EVIDENCE BASED SERVICES	Map Habit	1 Contact	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Map Habit organizes habits, routines, and tasks into visual maps. They are interactive and engaging step-by-step how to guides that help members complete a daily activity on their own, or with help from a support partner or caregiver.
HCBS - EVIDENCE BASED SERVICES	VIVO	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A 12-week strength training program, done virtually. This fitness program is based on the Science of Strength Training and consists of small-group, interactive Zoom™ classes taught by live instructors. One workshop is equal to twelve sessions/classes. A completer is one participant who attends 6 of the 12 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - HCBS SERVICES	Adult Day Care	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling.
HCBS - HCBS SERVICES	Adult Day Care - Mobile	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling. Mobile Adult Day Care are services provided by staff who travel from a central location to an off-site location(s), primarily, but not limited to, rural areas.
HCBS - HCBS SERVICES	Adult Day Health	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Personal assistance for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health. Adult Day Health programs must have an RN or LPN present at all time.
HCBS - HCBS SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to information and assistance, health fairs, and presentations.
HCBS - HCBS SERVICES	Counseling - Group	1 Session	Group	Unit Cost	LC Team Lead & Case Management, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems offered in a group setting. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.

HCBS - HCBS SERVICES	Counseling - Individual	1 Hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology - Voucher	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A voucher is provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	¹ Contact/Completed Call with Client	Individual	Unit Cost	Social Isolation Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.

HCBS - IN-HOME SERVICES	Homemaker - Voucher	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light household work.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/Home Repair	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Installation	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Monitoring	1 Month Service	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Personal Care	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.
HCBS - IN-HOME SERVICES	Personal Care - Voucher	Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for personal assistance, stand-by assistance, supervision, or cures for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues.
HCBS - KINSHIP CARE	Care Receiver Supervision	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Watchful oversight for care receivers while kinship caregiver participates in other program activities

HCBS - KINSHIP CARE	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.
HCBS - KINSHIP CARE	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - KINSHIP CARE	Counseling - Individual	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. One workshop equals six weeks with one session/class per week. Completers are participants who attend 4 of 6 sessions/classes. One completer is required for reimbursement for the workshop.

HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	<p>Services that offer temporary, substitute supports or living arrangements for children in order to provide a period of relief or rest for kinship caregivers. Respite includes: 1) attendance of the child or children at a summer camp, 2) other types of short-term childcare settings that provide respite for the kinship caregiver.</p> <p>Note - Use this service for hourly reimbursement.</p>
HCBS - KINSHIP CARE	Respite Care - Out-of-Home - Other	Unit	Individual or Group	Unit Cost	Caregiver Services Specialist, Livable Communities	<p>Services that offer temporary, substitute supports or living arrangements for children in order to provide a period of relief or rest for kinship caregivers. Respite includes: 1) attendance of the child or children at a summer camp, 2) other types of short-term childcare settings that provide respite for the kinship caregiver.</p> <p>Note - Use this service for reimbursements when the unit cost equals \$1.00.</p>
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Training	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
HCBS - KINSHIP CARE	Tutoring	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.
HCBS - NUTRITION SERVICES	Disaster Services - Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
HCBS - NUTRITION SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.

HCBS - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A voucher provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 hour	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	Individual or Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log.
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.
HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A voucher provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.

HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	The provision of activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. <u>Staff activities will include:</u> Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Individual clients documented. Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These
HCBS - SUPPORT OPTIONS	Support Options	1 Unit Received	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Consumer direction, or self-directed care, means an approach to providing services (including programs, benefits, supports, and technology) to assist an individual with activities of daily living, in which each individual plans, budgets, purchases, and controls services that they receive (including the amount, duration, scope, provider, and location of such services)
HCBS - TRANSPORTATION	Transportation - Individual	1 One-Way Trip	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.

HCBS - TRANSPORTATION	Transportation - Individual - Voucher	1 Trip	Individual	Unit Cost = \$1	LC Team Lead & Case Management, Livable Communities	Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one-way, round trip) with the provider.
HCBS - TRANSPORTATION	Transportation (DHS Unified)	1 One-Way Trip or hourly rate for group trips	N/A	Line Item	LC Team Lead & Case Management, Livable Communities	Provision of DHS Unified transportation as a means of transporting clients from one location to another. <u>Only allowable for funding designated for DHS Unified Transportation.</u>
MDSQ OPTIONS COUNSELING	MDSQ Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. Service is provided face-to-face.
MFP TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a prescribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumer's needs, preferences, values and individual circumstances for individuals currently residing in the community and is provided either face-to-face or by phone. Note - This must be budgeted under the service of ADRC Information and Assistance.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. <u>Case managers acting as guardians make and express decisions.</u>

SCSEP	SCSEP	1 Enrollment	Individual	Line Item	SCSEP Coordinator, Livable Communities	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.
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ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE - PROVIDER
3. EVIDENCE BASED PROGRAM ADDENDUM
4. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2025

AAA: Three Rivers Region AAA

Provider: Pike Senior Center

Area Plan Version 1

Program: HCBS - Caregiver Services									
Service: Home Delivered Meals									
CBS - HCBS State (Unit Cost)	\$0.00	\$5,380.00	\$5,380.00	\$0.00	\$5,380.00	\$1.88	\$5,381.88	596.00	\$9.03
Service Total:	\$0.00	\$5,380.00	\$5,380.00	\$0.00	\$5,380.00	\$1.88	\$5,381.88	596.00	
Program Total:	\$0.00	\$5,380.00	\$5,380.00	\$0.00	\$5,380.00	\$1.88	\$5,381.88	596.00	
Program: HCBS - Nutrition Services									
Service: Home Delivered Meals									
CBS - HCBS State (Unit Cost)	\$0.00	\$11,974.00	\$11,974.00	\$0.00	\$11,974.00	\$8.81	\$11,982.81	1,327.00	\$9.03
NSIP - SSBG Supplemental (Unit Cost)	\$1,915.00	\$0.00	\$1,915.00	\$0.00	\$1,915.00	\$8.39	\$1,923.39	213.00	\$9.03
NSIP - State (Unit Cost)	\$0.00	\$11,365.00	\$11,365.00	\$0.00	\$11,365.00	\$2.37	\$16,967.37	1,879.00	\$9.03
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$27,146.00	\$1,597.00	\$28,743.00	\$3,194.00	\$31,937.00	\$2.11	\$31,939.11	3,537.00	\$9.03
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,635.00	4,500.00	\$9.03
Service Total:	\$29,061.00	\$24,936.00	\$53,997.00	\$3,194.00	\$57,191.00	\$40,656.68	\$103,447.68	11,456.00	
Program Total:	\$29,061.00	\$24,936.00	\$53,997.00	\$3,194.00	\$57,191.00	\$40,656.68	\$103,447.68	11,456.00	
Program: HCBS - Senior Centers									
Service: Congregate Meals									
NSIP - State (Unit Cost)	\$0.00	\$1,131.00	\$1,131.00	\$0.00	\$1,131.00	\$2.00	\$2,763.00	225.00	\$12.28
OAA Title III C1 - Congregate Meals (Unit Cost)	\$26,783.00	\$1,575.00	\$28,358.00	\$3,151.00	\$31,509.00	\$1.48	\$31,510.48	2,566.00	\$12.28
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,400.00	5,000.00	\$12.28
Service Total:	\$26,783.00	\$2,706.00	\$29,489.00	\$3,151.00	\$32,640.00	\$61,403.48	\$95,673.48	7,791.00	
Program Total:	\$26,783.00	\$2,706.00	\$29,489.00	\$3,151.00	\$32,640.00	\$61,403.48	\$95,673.48	7,791.00	
Provider Total:	\$55,844.00	\$33,022.00	\$88,866.00	\$6,345.00	\$95,211.00	\$102,062.04	\$204,503.04	19,843.00	

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

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It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

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- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **PIKE COUNTY COMMISSION – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-231-AAA-2025** between TRRC and Contractor. The effective date of this Agreement shall be the date

the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for **"moderate impact" information**.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020)(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020)(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services**.
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, **so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;**
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, **so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.**
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

- 15. The Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
- A. Termination for Cause.** Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:
- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
 - If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
 - If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
- B. Effect of Termination.**
- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
 - Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
 - This Effect of Termination section survives the termination of the Agreement.
- 16. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 17. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-1**List of Individuals Permitted to Receive, Use and Disclose TRRC PHI**

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

If this is not applicable please mark the first line below with N/A.

-
-
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers erogers@threeiversrc.com or LeeAnn Davis ldavis@threeiversrc.com

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described In the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.

PIKE COUNTY BOARD OF COMMISSIONERS

Voting Delegate - 2024 Legislative Leadership Conference

SUBJECT:

Appoint County voting delegate for the 2024 Legislative Leadership Conference.

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	2024 Voting Delegate

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



MEMORANDUM

To: County Chairman, Sole Commissioners and CEOs
Mayors of Consolidated Governments
c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: **July 16, 2024**

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, October 10th at the Classic Center in Athens-Clarke County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (*commissioner or county staff*) to cast its county's vote on matters coming before the business session.

Please note that cellular devices will be used to cast votes and delegates must be able to access their email accounts on-site.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county's delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized.

Please complete and return this page no later than Friday, August 30th. Send it to Avis White at awhite@accg.org as a scanned email attachment. Your prompt attention to this matter is greatly appreciated.

2024 LEGISLATIVE LEADERSHIP CONFERENCE VOTING DELEGATE

Name (First & Last Name)

Title & email address

County

PIKE COUNTY BOARD OF COMMISSIONERS

Parks and Recreation Impact Fees

SUBJECT:

Approve/deny use of Parks and Recreation Impact Fees to replace existing irrigation and install new plumbing pipes to separate well and city water.

ACTION:**ADDITIONAL DETAILS:****ATTACHMENTS:**

Type	Description
▣ Exhibit	Hornsby Brothers Plumbing
▣ Exhibit	Lawnsmith Estimate no. 1274
▣ Exhibit	Lawnsmtih Estimate no. 1275
▣ Exhibit	Lawnsmith Estimate no. 1276

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



Hornsby Brothers Plumbing
88 West Mt. Zion Rd.
Griffin, Ga 30223
404-375-7276

Date:
Quote No.:

07/06/2024
10111

Bill To:
PIKE CO. PARKS & RECREATION
AUTHORITY
HEATHER MILLER
CONCESSION
35 TWIN OAKS RD.
ZEBULON, GA

Ship To:
HEATHER MILLER
CONCESSION
35 TWIN OAKS RD.
ZEBULON, GA

Qty	Description	Unit Price	
1	RUN APPROX. 350 FT OF 1" WATER LINE FROM DOMESTIC WATER SUPPLY UP TO MENS & WOMENS BATHROOMS AND	\$0.00	\$0.00
1	CONTINUE TO CONCESSION STAND.	\$0.00	\$0.00
1	EXISTING ELECTRICAL LINES TO BE MARKED AND REPAIRED BY OTHERS	\$0.00	\$0.00
1	TOTAL ESTIMATE=	\$7,500.00	\$7,500.00

Total Amt \$7,500.00

I Do Hereby Accept This Quote

ESTIMATE

Lawnsmith Enterprises LLC
PO Box 106
Brooks, GA 30205

kirk@lawnsmithinc.net
770-634-2081
<http://lawnsmithinc.net>

Bill to
Pike County
Pike County

Ship to
Pike County
Pike County

Estimate details

Estimate no.: 1274
Estimate date: 07/03/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Irrigation	Run new pipe from well to tie in just outside field 5 to feed fields 1-5.	1	\$1,200.00	\$1,200.00
2.		Irrigation	Replace existing heads with funny pipe connections to make future repairs easier	1	\$2,700.00	\$2,700.00
3.		Irrigation	Replace 5 controllers	5	\$450.00	\$2,250.00
4.		Irrigation	Install 7 new zones to cover outfield of field 5	7	\$800.00	\$5,600.00
5.		Irrigation	Miscellaneous items such as backflow preventer and possible new shut off valves	1	\$1,200.00	\$1,200.00

Total **\$12,950.00**

Note to customer

Keep in mind that once the estimated work is completed there may be additional work required such as replacing faulty solenoid valves.

ESTIMATE

Lawnsmith Enterprises LLC
PO Box 106
Brooks, GA 30205

kirk@lawnsmithinc.net
770-634-2081
<http://lawnsmithinc.net>

Bill to
Pike County
Pike County

Ship to
Pike County
Pike County

Estimate details

Estimate no.: 1275

Estimate date: 07/03/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Irrigation	Combine zones on regular football field to bring from 14 zones down to 7.	1	\$1,800.00	\$1,800.00
2.		Irrigation	Raise 28 existing heads and install funny pipe connections to make it easier for future repair work(bear in mind they all may not need it)	28	\$20.00	\$560.00
3.		Irrigation	Install 8 new zones on the peewee football field	8	\$800.00	\$6,400.00
Total						\$8,760.00

ESTIMATE

Lawnsmith Enterprises LLC
PO Box 106
Brooks, GA 30205

kirk@lawnsmithinc.net
770-634-2081
<http://lawnsmithinc.net>

Bill to

Pike County
Pike County

Ship to

Pike County
Pike County

Estimate details

Estimate no.: 1276

Estimate date: 07/03/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Irrigation	Estimating 35 total zones for fields 6-10	35	\$800.00	\$28,000.00
2.		Irrigation	New piping connection from either the well or water meters (whichever makes more sense)	1	\$2,500.00	\$2,500.00
3.		Irrigation	Miscellaneous items such as backflow preventer and shut off valves.	1	\$1,200.00	\$1,200.00
Total						\$31,700.00

PIKE COUNTY BOARD OF COMMISSIONERS

Capital Improvements Element

SUBJECT:

Approve/deny the adoption resolution for the Capital Improvements Element (CIE) 2023 Annual update.

ACTION:**ADDITIONAL DETAILS:****ATTACHMENTS:**

Type	Description
▣ Exhibit	CIE 2023 Annual Final Adoption
▣ Exhibit	2023 CIE Pike Adoption Resolution

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda

Capital Improvements Element

2023 Annual Update

Transmittal Resolution: May 15, 2024

Adoption Resolution: July 30, 2024

Annual Impact Fee Financial Report – Fiscal Year 2023
(November 1, 2022, through October 31, 2023)

Schedule of Improvements/STWP Addendum

Pike County, Georgia

PIKE COUNTY, GEORGIA - ANNUAL IMPACT FEE FINANCIAL REPORT - FISCAL YEAR 2023
(November 1, 2022, through October 31, 2023)

Public Facilities (County-wide)	Library	Fire	Jail	Sheriff	E-911	Parks & Recreation	Roads	Admin Fee (Max 3%)	CIE Prep (recoupment)	Total
Impact Fee Fund Balance as of November 1, 2022	123,044.61	192,099.43	411,714.12	140,700.41	79,295.08	147,309.65	184,784.82	3,312.71	47,744.40	1,330,005.23
Impact Fees Collected (11/01/22 through 10/31/22)	14,126.85	70,887.15	161,119.20	55,505.50	56,672.37	51,031.23	42,203.63	-	-	451,545.93
Admin Fee (Max 3%)	-	-	-	-	-	-	-	13,546.38	-	-
CIE Prep (Recoupment)	-	-	-	-	-	-	-	-	10,465.67	-
Accrued Interest	47.86	131.33	300.90	74.75	73.35	25.93	196.66	-	-	850.78
Impact Fee Refunds	-	-	-	-	-	-	-	-	-	-
Impact Fee Expenditures	-	(39,098.00)	-	-	-	(141,789.65)	(55,100.00)	-	(6,632.00)	(242,619.65)
Impact Fee Fund Balance as of October 31, 2023	137,219.32	224,019.91	573,134.22	196,280.66	136,040.80	56,577.16	172,085.11	16,859.09	51,578.07	1,563,794.34
Impact Fees Encumbered	15,000.00	165,000.00	580,000.00	200,000.20	39,928.00	0.00	48,049.00	0.00	18,950.00	1,066,927.20

PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2023-2028)

The purpose of the Schedule of Improvements/STWP Addendum is to identify all capital improvement projects proposed to be funded in whole or in part by impact fees during the upcoming five years, beginning with the current year. They are estimates of concepts only, subject to final review and approval by the Pike County Board of Commissioners.

Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
Library							
Purchase Additional Reading Materials	2023	2027	75,000	100% from Impact Fee Funds Available	Impact Fees	Pike County BOC	Underway
Building Addition/ Additional Square Footage	2025	2027	250,000	100% from Impact Fee Funds Available	Impact Fees	Pike County BOC	Planning

**PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2023-2028)**

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Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
Jail/Sheriff							
Addition to Jail and/or Replacement	2023	2025	\$5,000,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC & Sheriff's Office	Planning
Additional Radio Towers	2023	2024	\$50,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC & Sheriff's Office	Planning

**PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2023-2028)**

The purpose of the Schedule of Improvements/STWP Addendum is to identify all capital improvement projects proposed to be funded in whole or in part by impact fees during the upcoming five years, beginning with the current year. They are estimates of concepts only, subject to final review and approval by the Pike County Board of Commissioners.

Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
Fire Department							
New Fire Station Blackmon Road	2023	2024	\$150,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC	Underway
Additional Radio Towers	2024	2025	\$50,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC & Sheriff's Office	Planning

PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2023-2028)

The purpose of the Schedule of Improvements/STWP Addendum is to identify all capital improvement projects proposed to be funded in whole or in part by impact fees during the upcoming five years, beginning with the current year. They are estimates of concepts only, subject to final review and approval by the Pike County Board of Commissioners.

Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
Parks & Recreation							
Convert Soccer Pavilion into an Indoor Recreation Ctr.	2018	2023	\$350,000	100% from Impact Fee Funds Available	Impact Fees Bonds	Pike County BOC & Pike County Parks & Recreation Auth.	Completed
Adult Softball Fields	2024	2026	\$250,000	100% from Impact Fee Funds Available	Impact Fees Bonds	Pike County BOC & Pike County Parks & Recreation Auth.	Planning
Girls Softball Fields	2024	2026	\$400,000	100% from Impact Fee Funds Available	Impact Fees Bonds	Pike County BOC & Pike County Parks & Recreation Auth.	Planning
Football Fields	2026	2027	\$1,000,000	100% from Impact Fee Funds Available	Impact Fees Bonds	Pike County BOC & Pike County Parks & Recreation Auth.	Planning

**PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2022-2027)**

The purpose of the Schedule of Improvements/STWP Addendum is to identify all capital improvement projects proposed to be funded in whole or in part by impact fees during the upcoming five years, beginning with the current year. They are estimates of concepts only, subject to final review and approval by the Pike County Board of Commissioners.

Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
Roads							
Roberts Quarters Road (Dirt Part) Eng. & Surveying	2022	2024	\$10,000	100%	100%	Pike County BOC	Planning
Old Zebulon Road (Dirt Part) Eng. & Surveying	2022	2024	\$10,000	100%	100%	Pike County BOC	Planning
Blanton Mill Road (Dirt Part) Eng. & Surveying	2022	2024	\$10,000	100%	100%	Pike County BOC	Planning
Woodcreek Road (Dirt Part) Eng. & Surveying	2023	2025	\$10,000	100%	100%	Pike County BOC	Planning
McKinley Road (Dirt part) Eng. & Surveying	2023	2025	\$10,000	100%	100%	Pike County BOC	Planning
Shady Lane (Dirt Part) Eng. & Surveying	2023	2025	\$10,000	100%	100%	Pike County BOC	Planning
Fossett Road Eng. & Surveying	2023	2025	\$10,000	100%	100%	Pike County BOC	Planning
Green Road Eng. & Surveying	2023	2025	\$10,000	100%	100%	Pike County BOC	Planning

**PIKE COUNTY, GEORGIA
SCHEDULE OF IMPROVEMENTS/STWP ADDENDUM (2022-2027)**

The purpose of the Schedule of Improvements/STWP Addendum is to identify all capital improvement projects proposed to be funded in whole or in part by impact fees during the upcoming five years, beginning with the current year. They are estimates of concepts only, subject to final review and approval by the Pike County Board of Commissioners.

Project Description County-wide	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Available Funds & Share	Responsible Party	Current Status
E-911							
Remodel or Rebuild E-911 Building	2022	2025	\$5,000,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC & Sheriff's Office	Planning
Additional Radio Towers	2022	2024	\$50,000	100% from Impact Fee Funds Available	Impact Fees & General Fund	Pike County BOC & Sheriff's Office	Planning

Adoption Resolution

Capital Improvements Element 2023 Annual Update

WHEREAS, Pike County adopted a Capital Improvements Element as an amendment to the Pike County Comprehensive Plan; and

WHEREAS, Pike County has prepared the 2023 Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element 2023 Annual Update was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on May 15, 2024 at 9:00 AM, at the Pike County Courthouse, Zebulon, Georgia; and

WHEREAS, on May 22, 2024, the Capital Improvements Element 2023 Annual Update was submitted to the Three Rivers Regional Commission for review and approval; and

WHEREAS, on May 22, 2024, the Three Rivers Regional Commission determined that the Capital Improvements Element 2023 Annual Update met the standards for completeness and advised that the 2023 Annual Update would be forwarded electronically to the Georgia Department of Community Affairs for review and approval; and

WHEREAS, on July 8, 2024, the Georgia Department of Community Affairs found that the Capital Improvements Element 2023 Annual Update adequately addresses applicable requirements.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Pike County, Georgia does hereby adopt the Capital Improvements Element 2023 Annual Update.

SO ADOPTED this 30th day of July 2024.

BY:

J. Briar Johnson, Chairman
Pike County Board of Commissioners

ATTESTED BY:

Angela Blount
County Clerk

PIKE COUNTY BOARD OF COMMISSIONERS

Purchase of two tractors for Public Works.

SUBJECT:

Approve/deny the purchase of two tractors for Public Works.

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	Atlantic Southern Equipment
▣ Exhibit	Sourcewell
▣ Exhibit	Wade Tractor and Equipment

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



ATLANTA OFFICE (404) 487-0350
1642 FOREST PARKWAY
LAKE CITY, GEORGIA 30260

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CHARLOTTE, NC 14211 SLATEBROOKS DR MIDLAND, NORTH CAROLINA 28107 (704) 731-7272

QUOTATION AND INVOICING ORDER				PAGE 1 OF 2	DATE	6/23/2024
CUSTOMER NUMBER:		SHIP TO:		Pike County Public Works		
BUYER / LESSEE:		Pike County BOC		152 Twin Oaks Road		
ADDRESS:		Williamston, GA				
CITY:	STATE	ZIP	EMAIL:	cgoodman@pikecoga.gov		
PHONE:	770-550-0829		PHONE:			
CONTACT:	Chris Goodman		CONTACT:			
SALE TYPE:	NEW	EQUIPMENT TYPE:	NEW	TRADE-IN?	NO TRADES	
ASE NUMBER:	TBA	UNIT SN:	TBA	ENGINE SN:	TBA	
LOADER SN:	BACKHOE SN:		UNIT HOURS:			
QTY	EQUIPMENT #	DESCRIPTION		UNIT PRICE	TOTAL	
2	MF5711-4C	Massey Ferguson 5711 4wd Cab Tractor - 92 PTO HP AGCO Power 4.4 Liter Diesel Engine - 110 Engine HP 12x12 Mechanical Transmission with Power Shuttle, 25 MPH 6 gears, 2 ranges, de-clutch button on main gearshift lever 4wd Front Axle, Push Button Engage, Front and Rear Diff. Lock 540/1000 RPM Rear PTO, Push Button Engage Open Center Hydraulics, 26 GPM Flow, 3 Rear Remote Valves ASAE Category II Rear 3-point Hitch, 7,716 lb Lift Capacity Deluxe Cab, 2 Doors, HVAC, Work Lighting, Front and Rear Wipers, Side Mirrors, 120 amp Alternator, Toolbox, Radio Air-suspended Seat, Buddy Seat, Adjustable Steering Column Radial Tires: Front 380/85R24 R1W; Rear 460/85R34 R1W		\$103,068.00	\$206,136.00	
2		State of Georgia Contract, Massey Ferguson: 27% Off List Contract #: 99999-001-SPD0000177-0016		-\$27,828.36	-\$55,656.72	
2	FRT	In-Freight / PDI and Setup / Out-Freight		\$4,380.00	\$8,760.00	
STANDARD MFG WARRANTY *		AGCO Standard Ag Tractor Warranty - 24 Months OR 2,000 Hours				
WITHOUT EXTENDED *						
ADDITIONAL WARRANTY						
MISC / OTHER WARRANTY						
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *						
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **						
Reference Page 2 of This Q&I Order with The Manufacturer's Warranty T&C for Complete Warranty Details						
TRADE-IN INFORMATION				MACHINE TOTAL	\$159,239.28	
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT				\$0.00		
				LESS NET TRADE	\$0.00	
				SUBTOTAL	\$159,239.28	
				0.000% TAX	\$0.00	
				DOWNPAYMENT	\$0.00	
				TOTAL AMOUNT DUE	\$159,239.28	
				AMOUNT FINANCED		
				FINANCED WITH		
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL						
Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.						
"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.						
Customer Printed Name			ASE Sales Rep Taylor Grout			
Signature & Date			Sales Dept. Approval			
Customer's Title			Credit Dept. Approval			
Purchase Order No.			Contract Number			



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QUOTATION AND INVOICING ORDER				PAGE 1 OF 2	DATE	6/23/2024
CUSTOMER NUMBER:		SHIP TO:		Pike County Public Works		
BUYER / LESSEE:		Pike County BOC		152 Oakes Road		
ADDRESS:				Williamston, GA		
CITY:	STATE	ZIP	EMAIL:	cgoodman@pikecoga.gov		
PHONE:	770-550-0829		PHONE:			
CONTACT:	Chris Goodman		CONTACT:			
SALE TYPE:	NEW	EQUIPMENT TYPE:	NEW	TRADE-IN? NO TRADES		
ASE NUMBER:	TBA	UNIT SN:	TBA	ENGINE SN:	TBA	
LOADER SN:	BACKHOE SN:		UNIT HOURS:			
QTY	EQUIPMENT #	DESCRIPTION		UNIT PRICE	TOTAL	
2	MF4707-4C	Massey Ferguson 4707 4wd Cab Tractor - 57 PTO HP AGCO Power 4.4 Liter Diesel Engine - 75 Engine HP 12x12 Mechanical Transmission with Power Shuttle, 25 MPH 6 gears, 2 ranges, de-clutch button on main gearshift lever 4wd Front Axle, Push Button Engage, Front and Rear Diff. Lock 540/54E RPM Rear PTO, Push Button Engage Open Center Hydraulics, 17 GPM Flow, 2 Rear Remote Valves ASAE Category II Rear 3-point Hitch, 4,850 lb Lift Capacity Deluxe Cab, 2 Doors, HVAC, Work Lighting, Front and Rear Wipers, Side Mirrors, 120 amp Alternator, Toolbox, Radio Air-suspended Seat, Buddy Seat, Adjustable Steering Column Radial Tires: Front 320/85R24 R1W; Rear 420/85R30 R1W		\$62,123.00	\$124,246.00	
2	FRT WTS	Set of 10 x 40KG Front Weights		\$2,300.00	\$4,600.00	
2	SOGC-MF	State of Georgia Contract, Massey Ferguson: 24% Off List Contract #: 99999-001-SPD0000177-0016		-\$14,909.52	-\$29,819.04	
2	FRT	In-Freight / PDI and Setup / Out-Freight		\$4,380.00	\$8,760.00	
STANDARD MFG WARRANTY *		AGCO Standard Ag Tractor Warranty - 24 Months OR 2,000 Hours				
WITHOUT EXTENDED *						
ADDITIONAL WARRANTY						
MISC / OTHER WARRANTY						
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *						
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **						
Reference Page 2 of This Q&I Order with The Manufacturer's Warranty T&C for Complete Warranty Details						
TRADE-IN INFORMATION				MACHINE TOTAL	\$107,786.96	
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT				\$0.00		
				LESS NET TRADE	\$0.00	
				SUBTOTAL	\$107,786.96	
				0.000% TAX	\$0.00	
				DOWNPAYMENT	\$0.00	
				TOTAL AMOUNT DUE	\$107,786.96	
				AMOUNT FINANCED		
				FINANCED WITH		
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL						
Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.						
"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.						
Customer Printed Name			ASE Sales Rep Taylor Grout			
Signature & Date			Sales Dept. Approval			
Customer's Title			Credit Dept. Approval			
Purchase Order No.			Contract Number			



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CHARLOTTE, NC 14211 SLATEBROOKS DR MIDLAND, NORTH CAROLINA 28107 (704) 731-7272

QUOTATION AND INVOICING ORDER				PAGE 1 OF 2	DATE	6/23/2024
CUSTOMER NUMBER:		SHIP TO:		Pike County Public Works		
BUYER / LESSEE:		Pike County BOC		152 Twin Oaks Road		
ADDRESS:		Williamson, GA				
CITY:	STATE	ZIP	EMAIL:	cgoodman@pikecoga.gov		
PHONE:	770-550-0829		PHONE:			
CONTACT:	Chris Goodman		CONTACT:			
SALE TYPE:	NEW	EQUIPMENT TYPE:	NEW	TRADE-IN?	NO TRADES	
ASE NUMBER:	TBA	UNIT SN:	TBA	ENGINE SN:	TBA	
LOADER SN:	BACKHOE SN:		UNIT HOURS:			
QTY	EQUIPMENT #	DESCRIPTION	UNIT PRICE	TOTAL		
2	BH4115	Bush Hog 4115 Flex Wing Rotary Cutter - 15ft Cutting Width With Deck Rings Perma-level Hitch Driveline Assembly, ASAE Category 6 Center Section: Dual Axle Arm Bundle Wing Section: Single Axle Arm Bundle Foam Filled Tires, 25.5x8-14 (x6) Double Row Chains Hoses for Independent Wing Control	\$41,020.00	\$82,040.00		
2	SOGC-BH	State of Georgia Contract, Bush Hog: 20% Off List Contract #: 99999-001-SPD0000177-0016	-\$8,204.00	-\$16,408.00		
2	REPEAT	Repeat Customer Discount	-\$8,204.00	-\$16,408.00		
2	FRT	In-Freight / PDI and Setup / Out-Freight	\$2,370.00	\$4,740.00		
STANDARD MFG WARRANTY *		BUSH HOG - Ag Use & Governmental Use - 12 Months				
WITHOUT EXTENDED *						
ADDITIONAL WARRANTY						
MISC / OTHER WARRANTY						
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *						
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **						
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TRADE-IN INFORMATION			MACHINE TOTAL			
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT			\$0.00			
			LESS NET TRADE			
			\$0.00			
			SUBTOTAL			
			\$53,964.00			
			0.000% TAX			
			\$0.00			
			DOWNPAYMENT			
			\$0.00			
			TOTAL AMOUNT DUE			
			\$53,964.00			
			AMOUNT FINANCED			
			FINANCED WITH			
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL						
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Customer Printed Name			ASE Sales Rep Taylor Grout			
Signature & Date			Sales Dept. Approval			
Customer's Title			Credit Dept. Approval			
Purchase Order No.			Contract Number			



4115 FLEX-WING ROTARY CUTTER

MODEL	4115	MODEL	4115
Transport Height*	7' 3"	Blades	1/2" x 4" Parallel Uplift
Transport Width**	8' 2"	Blade Overlap	6"
Overall Width	15' 9"	Blade Overlap	6"
Overall Length	15' 3"	Blade Tip Speed	16,286 fpm (540 rpm); 16,391 fpm (1000 rpm)
Axle Suspension	Center Isolator Bank & Isolators at Each Wheel	Wing Cutting Angles	22° Down to 45° Up
Cutting Width	15'	Center Hydraulic Lift	Standard
Cutting Height	1 1/2" - 16"	Wing Hydraulic Lift	Standard
Cutting Capacity	4" Diameter	Axle Tube Pivots	Greaseable Bushings
Hitch	Self-Leveling Perma-Level®+ or 2 3/4" Ball	Axle Arm Pivots	Greaseable
Approx. Tongue Weight	2,000 lb.	Wing Adjustment	Greaseable Turnbuckles
Deck Thickness	7 Gauge	Wheels	See Wheel Selection
Side Bands	1/4" x 13 1/2"	Minimum Tractor PTO HP‡	60
Gearbox Rating (HP)	250 hp† (Transfer) 225 hp† (Cutting)	Grass Baffles	Optional
Drivelines	Main: See Driveline Selection Wings: ASAE Category 4	Jack Stand	Standard
Driveline Protection	Multi-Plate Slip-Clutch	Safety Tow Chain	Standard
Blade Holders	7GA Round Pans With Hardened Hex Head Blade Bolts and Bushings	Safety Shielding	Single or Double Row Chains
10-Year Gearbox Limited Warranty 2-Year Machine Warranty			

*Measured at maximum transport height

**Measured at outside of wing skids

†Gearbox rating based on field performance

‡With adequate front ballasts

WARNING:

A deflector kit or chain shielding must be used for all non-agricultural purposes or in areas where thrown objects could be hazardous to people, animals, or property.

HOW TO ORDER:

To receive a complete cutter, you must order a Base unit and then select one item from each of Groups 2 - 6 in the ordering section. Additional equipment may be added to your order by making your selection from the options list.

Freight NOT included in list price



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QUOTATION AND INVOICING ORDER				PAGE 1 OF 2	DATE	6/23/2024
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BUYER / LESSEE:		Pike County BOC		152 Twin Oaks Road		
ADDRESS:		Williamson, GA				
CITY:	STATE	ZIP	EMAIL:	cgoodman@pikecoga.gov		
PHONE:	770-550-0829		PHONE:			
CONTACT:	Chris Goodman		CONTACT:			
SALE TYPE:	NEW	EQUIPMENT TYPE:	NEW	TRADE-IN? NO TRADES		
ASE NUMBER:	TBA	UNIT SN:	TBA	ENGINE SN:	TBA	
LOADER SN:	BACKHOE SN:		UNIT HOURS:			
QTY	EQUIPMENT #	DESCRIPTION	UNIT PRICE	TOTAL		
2	BH316	Bush Hog 316 Rotary Cutter - 6ft Cutting Width 540 RPM PTO Drive Double Row Chains Single 15.5 in Laminated Tial Wheel 3-point Hitch Lift	\$5,868.00	\$11,736.00		
2	SOGC-BH	State of Georgia Contract, Bush Hog: 20% Off List Contract #: 99999-001-SPD0000177-0016	-\$1,173.60	-\$2,347.20		
2	REPEAT	Repeat Customer Discount	-\$293.40	-\$586.80		
2	FRT	In-Freight / PDI and Setup / Out-Freight	\$1,280.00	\$2,560.00		
STANDARD MFG WARRANTY *		BUSH HOG - Ag Use & Governmental Use - 12 Months				
WITHOUT EXTENDED *						
ADDITIONAL WARRANTY						
MISC / OTHER WARRANTY						
* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *						
** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED **						
Reference Page 2 of This Q&I Order with The Manufacturer's Warranty T&C for Complete Warranty Details						
TRADE-IN INFORMATION			MACHINE TOTAL	\$11,362.00		
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT			\$0.00			
			LESS NET TRADE	\$0.00		
			SUBTOTAL	\$11,362.00		
			0.000% TAX	\$0.00		
			DOWNPAYMENT	\$0.00		
			TOTAL AMOUNT DUE	\$11,362.00		
			AMOUNT FINANCED			
			FINANCED WITH			
CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL						
Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.						
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Customer Printed Name			ASE Sales Rep		Taylor Grout	
Signature & Date			Sales Dept. Approval			
Customer's Title			Credit Dept. Approval			
Purchase Order No.			Contract Number			

total - \$332,352.24



BH310-2 SERIES SINGLE-SPINDLE ROTARY CUTTERS

MODEL	BH315-2	BH316-2	BH317-2
Cutting Width	60"	72"	84"
Transport Width	5' 6"	6' 6"	7' 6"
Overall Length	8' 9"	9' 9"	10' 10"
Cutting Height	1 ½" – 12"		
Cutting Capacity	3"		
Hitch	Cat. 1 or 2 Std & Quick Hitch		Cat. 2 or 3 Std & Quick Hitch
Deck Thickness (GA)	10		
Side Bands	11 ½" x 1/4"		11 ¾" x 1/4"
Driveline	ASAE Category 4		
Driveline Protection	Slip Clutch		
Gearbox Rating (HP)	130*		
Tractor PTO Speed	540		
Minimum Tractor PTO HP†	35	45	55
Blade Holder	Round Pan		
Blades	1/2" x 4" Uplift		
Blade Tip Speed	14,600 fpm	15,000 fpm	14,450 fpm
Wheels	15 ½" Laminated		Single or Dual 15 ½" Laminated
Safety Shielding	Front: Rubber Belt or Single or Double Row Chains Rear: Metal Band or Single or Double Row Chains		
Approximate Weight	890 lb.	1,050 lb.	1,250 lb.
10-Year Gearbox Limited Warranty 1-Year Machine Limited Warranty			

*Gearbox rating based on field performance

†With adequate front ballasts

NOTICE: PTO adapter must not be used in any application.

WARNING: A deflector kit or chain shielding must be used for all non-agricultural purposes or in areas where thrown objects could be hazardous to people, animals, or property.

HOW TO ORDER: To receive a complete cutter, you must order from each group listed for the model you have selected.

Freight NOT included in list price

-- Standard Features --

-- Custom Options --



Kubota

M Series

M5-111HDC12-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. in.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max. PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS:
2400 rpm
Cab: 2600 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total
standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II

4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V - 30-Amp 2 Wire Coupler
12V - 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT

Flip-Up PTO Shield

M5-111HDC12-1 Base Price: \$79,223.00

(1) 3RD PTN LEVER KIT/M5-091/M5-111 CAB \$187.00

PNF

M9116-3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF

(1) FD (FLOAT DETENT) \$870.00

M7611-FD (FLOAT DETENT)

(1) INSTRUCTOR SEAT KIT/M5 CAB TRA PNF \$706.00

M9129-INSTRUCTOR SEAT KIT/M5 CAB TRA PNF

(1) 57 Series Heavy-Duty Rotary Cutter, 15' Width \$37,140.00

RC5715-02-24-27-34-40-62-65-75-92-62-57 Series Heavy-

Duty Rotary Cutter, 15' Width

Configured Price: \$118,126.00

Sourcewell Discount: (\$29,701.72)

SUBTOTAL: \$88,424.28

2Yr M5-111HDC12-1 Extended Warranty \$2,500.00

Factory Assembly: \$325.00

Dealer Assembly: \$315.33

Freight Cost: \$793.75

PDI: \$400.00

SET UP RC5715 LABOR \$525.00

Total Unit Price: \$93,283.36

Quantity Ordered: 2

Final Sales Price: \$186,566.72

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
dealer

- Standard Features -

- Custom Options -



M Series

M4-071HDC12

UTILITY CAB TRACTOR, 4WD, HYDRAULIC SHUTTLE
 TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Kubota V3307 Direct Injection
 3.3L (203 cu. in.) 4 Cyl
 EPA Tier 4 Emission Certified
 SAE Gross HP:74.3
 Engine Net HP: 68.7
 Max. PTO HP: 60
 Common Rail Electronic Fuel
 Electronic Engine Management
 Constant RPM Management
 Turbocharged
 130 Amp Alternator
 12V 900 CCA Battery

FLUID CAPACITY

Fuel Tank Capacity Cab: 23.8 gal
 Cooling System:10.6 qts
 Crankcase:12.7 qts
 Hydraulics/Trans:50.8 qts
 Hydraulics 10.6 gal
 Front Axle 4WD: 5.8 qts

INSTRUMENTS

Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature

**EXHAUST EMISSION CONTROL
 TYPE**

DPF System (Diesel Particulate Filter)

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
 Max. Flow @ Rated Engine Speed: 2400
 RPM
 Power Steering: 6.3 gpm
 Impl. Flow: 16.7 gpm
 Total Flow

REMOTE VALVES

M4 Standard (1) SCD (Self Canceling Detent)
 M4 Deluxe (2) SCD (Self Canceling Detent)
 FD (Floating Detent)

3 POINT HITCH & DRAWBAR

Cat I/II 3-Point Hitch
 @ Lift Points: 4189
 (ASAE)@24" Behind:3307
 Telescoping Lower Links
 Telescoping Stabilizers
 Swinging Drawbar - Straight

POWER TAKE OFF

Live-Independent Hyd. PTO
 SAE 1 3/8" Six Spline
 540 RPM @ 2160 Eng. RPM
 540/540E Economy Optional on Standard
 Model
 Provides 540 PTO @ 1828 Eng. RPM

TRANSMISSION

Fully Synchronized Transmission
 12F / 12R Electro Hydraulic-Shuttle
 Electronic De-clutch Button
 Planetary Final Drives
 Rear Differential Lock

FRONT AXLE

Hydrostatic Power Steering
 4WD: Cast Iron, Bevel Gear 55 Deg

LIGHTING

2 Headlights - Tail lights
 2 Hazard Flasher Lights w/Turn Signals

**CAB (Ultra Grand Cab Category
 II)**

Category 2 Pressurized
 Flat Deck
 Suspension Seat w/ Retractable
 Seat Belt and Adjustable Armrests
 Adjustable backrest and headrest
 Dual Level Air Conditioning & Heater
 Front Wiper w/ Washer - 2 Speed
 Radio Ready, includes 2 Speakers
 Antenna and Wiring Harness
 2 Doors, Frameless all glass
 Left & Right Side Steps
 High Visibility Roof Panel
 Sun Visor
 Tilt Steering Wheel
 Interior Dome Light
 Accessory Plug 12V -15 Amp
 Cup Holder
 Ashtray
 Horn
 Interior Console Light

CAB LIGHTING

Standard: Halogen
 Deluxe: LED
 2 Front Work Lights
 2 Rear Work Lights

SAFETY EQUIPMENT

Backup Alarm Ready
 Deluxe: LED
 Beacon Light Ready
 Retractable Seat Belt
 Flip-Up PTO Shield
 Safety Start Switches:
 Shuttle Lever Neutral
 PTO - OPC Alarm 10 Sec.
 Electric Key Shut Off
 Parking Brake
 Turn Signals
 SMV Sign
 Deluxe: Electric 4wd Engagment

M4-071HDC12 Base Price: \$59,689.00

(4) FRONT SUITCASE WEIGHT M8079-FRONT SUITCASE WEIGHT	\$520.00
(1) FRONT WEIGHT-BUMPER 10 WEIGHT MAX M8075-FRONT WEIGHT-BUMPER 10 WEIGHT MAX	\$733.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	\$75.00
(1) BOLT BAR KIT FOR M8075 BRACKET M8073A-BOLT BAR KIT FOR M8075 BRACKET	\$83.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	\$75.00
(1) GRILLE GUARD KIT M6872-GRILLE GUARD KIT	\$299.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	\$449.00
(1) M SERIES TELEMATICS HARNESS M6712-M SERIES TELEMATICS HARNESS	\$162.00
(1) 27 Series Rotary Cutter, 72" Width RCF2772-01-41-82-27 Series Rotary Cutter, 72" Width	\$6,092.00
Configured Price:	\$68,177.00
Sourcewell Discount:	(\$15,181.70)
SUBTOTAL:	\$52,995.30
2Yr M4-071HDC12 Extended Warranty	\$2,500.00
Factory Assembly:	\$325.00
Dealer Assembly:	\$210.83
Freight Cost:	\$793.75
PDI:	\$400.00
LABOR WEIGHT KIT	\$450.00

Total Unit Price: \$57,674.88

Quantity Ordered: 2

Final Sales Price: \$115,349.76

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

total 301,916.48

WADE TRACTOR & EQUIPMENT



(770)227-2011
WWW.WADETRACTOR.COM

Georgia State Government Quote

New Holland AG Sourcewell 082923 CNH -2

11/13/2023 thru 10/11/2027

Tuesday, July 9, 2024

DEALER CONTACT INFO

Name: Wes Ellerbee
E-mail: wes@wadetractor.com
Office: (770)227-2011
Cell:
Fax: (678)688-3434
Address: 1218 Enterprise Way
Griffin, GA 30224

CUSTOMER INFORMATION

Organization:	Pike County Public Works - Road Department (Member ID 84868)	Phone:	770-567-2005
Name:	Chris Goodman	Cell:	770-550-0829
E-Mail:	cgoodman@pikecoga.gov	Fax:	
Address:	152 Twin Oaks Rd, Williamson, GA 30292	Other:	

Qty	Model	Description	MSRP	Discount	Savings	Your Price	Total
2	PS75	New 2024 New Holland Powerstar 75, 75hp Engine (4cyl) 65hp PTO, 4WD Cab, HVAC, 540 PTO RPM	\$81,913.00	21.00%	\$34,403.46	\$64,711.27	\$129,422.54
2	8232404	11.2R24 R1 Front Tires	\$1,456.00	21.00%	\$611.52	\$1,150.24	\$2,300.48
2	8355404	16.9R30 R1 Rear Tires	\$3,173.00	21.00%	\$1,332.66	\$2,506.67	\$5,013.34
2	762164	Less Mid-Mount Valve	-\$1,880.00	21.00%	-\$789.60	-\$1,485.20	-\$2,970.40
2	XT8140X	Less Front 84" Loader Bucket	-\$1,193.00	21.00%	-\$501.06	-\$942.47	-\$1,884.94
2	743593	Less 710LU Front Loader & Brackets	-\$7,674.00	21.00%	-\$3,223.08	-\$6,062.46	-\$12,124.92
2	330470	Rear Wheel Weight Counter Balance (4) 110lb Wheel Weights	\$810.00	21.00%	\$340.20	\$639.90	\$1,279.80
2	333215	Front Carrier + (6) 88lb Weights	\$1,058.00	21.00%	\$444.36	\$835.82	\$1,671.64
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		New Holland Factory DH&D	\$1,850.00		\$0.00	\$1,850.00	\$3,700.00
2		Tractor Pre Delivery & Prep	\$450.00	100.00%	\$900.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		Local multi unit extra discount			\$3,000.00	-\$3,000.00	-\$6,000.00

TOTAL MSRP

\$156,926.00

TOTAL SAVINGS

\$36,518.46

CONTRACT PRICE GRAND TOTAL

\$120,407.54

COMMENTS

Leadtime on Tractors is 210-300 Days from Date of Purchase Order Received by Dealer.

WADE TRACTOR & EQUIPMENT



(770)227-2011
WWW.WADETRACTOR.COM

Georgia State Government Quote

New Holland AG Sourcewell 082923 CNH -2

11/13/2023 thru 10/11/2027

Tuesday, July 9, 2024

DEALER CONTACT INFO

Name: Wes Ellerbee
E-mail: wes@wadetractor.com
Office: (770)227-2011
Cell:
Fax: (678)688-3434
Address: 1218 Enterprise Way
Griffin, GA 30224

CUSTOMER INFORMATION

Organization: Pike County Public Works - Road Department (Member ID 84868) Phone: 770-567-2005
Name: Chris Goodman Cell: 770-550-0829
E-Mail: cgoodman@pikecoga.gov Fax:
Address: 152 Twin Oaks Rd, Williamson, GA 30292 Other:

Qty	Model	Description	MSRP	Discount	Savings	Your Price	Total
2	PS110	New 2024 New Holland Powerstar 110, 110hp Engine (4cyl) 90hp PTO, 4WD Cab, HVAC, 540 PTO RPM	\$96,418.00	21.00%	\$40,495.56	\$76,170.22	\$152,340.44
2	8235404	12.4R24 R1W Front Tires	\$1,811.00	21.00%	\$760.62	\$1,430.69	\$2,861.38
2	8357404	18.4R30 R1W Rear Tires	\$4,386.00	21.00%	\$1,842.12	\$3,464.94	\$6,929.88
2	762164	Less Mid-Mount Valve	\$0.00	21.00%	\$0.00	\$0.00	\$0.00
2			\$0.00	21.00%	\$0.00	\$0.00	\$0.00
2	743593	Less Front Loader & Brackets	\$0.00	21.00%	\$0.00	\$0.00	\$0.00
2		Rear Wheel Weight Counter Balance (4)					
2	330470	110lb Wheel Weights	\$805.00	21.00%	\$338.10	\$635.95	\$1,271.90
2	333215	Front Carrier + (6) 88lb Weights	\$1,032.00	21.00%	\$433.44	\$815.28	\$1,630.56
2		New Holland Factory DH&D	\$1,850.00		\$0.00	\$1,850.00	\$3,700.00
2		Tractor Pre Delivery & Prep	\$450.00	100.00%	\$900.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		Extra local government multi unit discount			\$3,000.00	-\$3,000.00	-\$6,000.00

TOTAL MSRP \$210,504.00

TOTAL SAVINGS \$47,769.84

CONTRACT PRICE GRAND TOTAL \$162,734.16

COMMENTS

Leadtime on Tractors is 270-300 Days from Date of Purchase Order Received by Dealer.

WADE TRACTOR & EQUIPMENT



(770)227-2011
WWW.WADETRACTOR.COM

Georgia State Government Quote

New Holland AG Sourcewell 082923 CNH -2

11/13/2023 thru 10/11/2027

Tuesday, July 9, 2024

DEALER CONTACT INFO

Name: Wes Ellerbee
E-mail: wes@wadetractor.com
Office: (770)227-2011
Cell:
Fax: (678)688-3434
Address: 1218 Enterprise Way
Griffin, GA 30224

CUSTOMER INFORMATION

Organization: Pike County Public Works - Road Department (Member ID 84868) Phone: 770-567-2005
Name: Chris Goodman Cell: 770-550-0829
E-Mail: cgoodman@pikecoga.gov Fax:
Address: 152 Twin Oaks Rd, Williamson, GA 30292 Other:

Qty	Model	Description	MSRP	Discount	Savings	Your Price	Total
2	PS100	New 2024 New Holland Powerstar 100, 100hp Engine (4cyl) 85hp PTO, 4WD Cab, HVAC, 540 PTO RPM	\$93,050.00	21.00%	\$39,081.00	\$73,509.50	\$147,019.00
2	8235404	12.4R24 R1W Front Tires	\$1,811.00	21.00%	\$760.62	\$1,430.69	\$2,861.38
2	8357404	18.4R30 R1W Rear Tires	\$4,386.00	21.00%	\$1,842.12	\$3,464.94	\$6,929.88
2	762164	Less Mid-Mount Valve	\$0.00	21.00%	\$0.00	\$0.00	\$0.00
2	743593	Less Front Loader & Brackets	\$0.00	21.00%	\$0.00	\$0.00	\$0.00
2	330470	Rear Wheel Weight Counter Balance (4) 110lb Wheel Weights	\$805.00	21.00%	\$338.10	\$635.95	\$1,271.90
2	333215	Front Carrier + (6) 88lb Weights	\$1,032.00	21.00%	\$433.44	\$815.28	\$1,630.56
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		New Holland Factory DH&D	\$1,850.00		\$0.00	\$1,850.00	\$3,700.00
2		Tractor Pre Delivery & Prep	\$450.00	100.00%	\$900.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		Extra Multi Unit Local Government Discount			\$3,000.00	-\$3,000.00	-\$6,000.00

TOTAL MSRP \$203,768.00

TOTAL SAVINGS \$46,355.28

CONTRACT PRICE GRAND TOTAL \$157,412.72

COMMENTS

Leadtime on Tractors is 270-300 Days from Date of Purchase Order Received by Dealer.

WADE TRACTOR & EQUIPMENT



(770)227-2011
WWW.WADETRACTOR.COM

Woods Sourcewell Contract Quote

031121-WDE

Effective 04/30/2021 - 04/30/2025

Date: 04/23/24

DEALER CONTACT INFO

Name: Wes Ellerbee

E-mail: wes@Wadetractor.com

Office: (770)227-2011

Cell:

Fax: (678)688-3434

Address: 1218 Enterprise Way
Griffin, GA 30224

CUSTOMER INFORMATION

Organization: Pike County Public Works - Road Department (Member ID 84868)

Phone: 770-567-2005

Name: Chris Goodman

Cell: 770-550-0829

E-Mail: cgoodman@pikecoga.gov

Fax:

Address: 152 Twin Oaks Rd, Williamson, GA 30292

Other:

Qty	Model	Description	MSRP	Discount	Savings	Your Price	Total
2	639976	Woods BW15.72 Extra Heavy Duty 15' Batwing Cutter, 4.5in Cut Capacity, 275hp Splitter Gearbox and 225hp Center/Wing Gearbox, Chains Front and Rear, 10 Year Limited Warranty Gearbox Warranty, Upgraded Sping on each Axle Arm, 60-300hp PTO Rated, Cat 6 CV Driveline, Cat 5 Wing Drivelines	\$37,660.00	37.00%	\$27,868.40	\$23,725.80	\$47,451.60
12	1017040	21" Laminated Tire's	\$453.00	37.00%	\$2,011.32	\$285.39	\$3,424.68
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		Prep, Assembly, Oil	\$250.00	100.00%	\$500.00	\$0.00	\$0.00
2		Extra local Multi unit discount			\$1,000.00	-\$500.00	-\$1,000.00
2		Delivery to Pike County Public Works	\$187.50	100.00%	\$375.00	\$0.00	\$0.00

TOTAL MSRP \$81,631.00

TOTAL SAVINGS \$31,754.72

CONTRACT PRICE GRAND TOTAL \$49,876.28

COMMENTS

Delivery within 30 to 90 days.

WADE TRACTOR & EQUIPMENT



(770)227-2011
WWW.WADETRACTOR.COM

Woods Sourcewell Contract Quote

031121-WDE

Effective 04/30/2021 - 04/30/2025

Date: 04/23/24

DEALER CONTACT INFO

Name: Wes Ellerbee

E-mail: wes@Wadetractor.com

Office: (770)227-2011

Cell:

Fax: (678)688-3434

Address: 1218 Enterprise Way
Griffin, GA 30224

CUSTOMER INFORMATION

Organization: Pike County Public Works - Road Department (Member ID 84868)

Phone: 770-567-2005

Name: Chris Goodman

Cell: 770-550-0829

E-Mail: cgoodman@pikecoga.gov

Fax:

Address: 152 Twin Oaks Rd, Williamson, GA 30292

Other:

Qty	Model	Description	MSRP	Discount	Savings	Your Price	Total
2	610136DW	Woods BB72.60W Heavy Duty Rotary Cutter, 4in Cut Capacity, 210HP Gearbox, Chains Front and Rear, 10 Year Limited Warranty Gearbox Warranty, Dual Tailwheel 1210 lbs Operating Weight	\$10,790.00	33.00%	\$7,121.40	\$7,229.30	\$14,458.60
2	603839	Round Stump Jumper Kit Upgrade	\$534.00	33.00%	\$352.44	\$357.78	\$715.56
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
2		Prep, Assembly, Oil	\$250.00	50.00%	\$250.00	\$125.00	\$250.00
2		Stump Jumper Kit Install	\$125.00	50.00%	\$125.00	\$62.50	\$125.00
2		Delivery to Pike County Public Works	\$187.50	100.00%	\$375.00	\$0.00	\$0.00
2		Local Multi unit extra discount			\$100.00	-\$50.00	-\$100.00

TOTAL MSRP

\$23,773.00

TOTAL SAVINGS

\$8,323.84

CONTRACT PRICE GRAND TOTAL

\$15,449.16

COMMENTS

30 to 90 Delivery

total \$ 348,467.14

PIKE COUNTY BOARD OF COMMISSIONERS

MOD-24-01 15046 US Hwy 19 North Griffin, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding MOD-24-01 Mill Creek Events, LLC owner and Joseph Lisicia applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 096. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	MOD-24-01

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
sparks@pikecoga.com

"Serving Citizens Responsibly"

Case Number: MOD-24-01

Planning and Zoning Board Meeting: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notice: June 20, 2024

Owner: Mill Creek Events, LLC

Applicant: Joseph Lisicia

Property Location: 15046 US Highway 19 N
Griffin, GA 30224
Landlot: 104
District: 2nd
Parcel ID: 074 096

Acreage: 9.39+/- acres

Commission District: District 4, James Jenkins

FEMA Data: Does not lie within a flood zone.

Request: The applicant is requesting a modification to a zoning condition that was placed on a special exception approved by the Board of Commissioners on April 26, 2016, regarding the special exception being non-transferable. The applicant is requesting to remove condition number 8 in its entirety.

Code Reference: *Article 4: General Provisions, Section 411: Conditional approval, D. Changes to conditions.*

Staff Analysis: The Subject property is zoned A-R, Agricultural-Residential. The applicant is requesting to remove condition number 8 from the approved special exception approved by the Board of Commissioners on April 26, 2016. Below are the approved 10 zoning conditions from SE-16-02:



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
sparks@pikecoga.com

"Serving Citizens Responsibly"

1. An annual business license shall be required
2. Any sign associated with the special events shall comply with the County Sign Ordinance.
3. Events must not violate the County Litter Ordinance.
4. There shall be no vehicle parking on the shoulder or within the right-of-way on Highway 19, or on adjacent properties.
5. Any non-residential development on the property within the 400-foot Overlay District corridor shall be subject to the standards and restrictions of the Overlay Ordinance.
6. Building permits shall be required for all permanent development on the property.
7. The 25-foot undisturbed buffer from the banks of Wasp Creek must be observed.
8. **The approval is non-transferable from the current property owner to another property owner.**
9. Events must be over by 10 p.m.
10. Any new lighting shall be night sky friendly.

Removing condition number 8 of the approved zoning conditions should not be detrimental to the general public or the surrounding properties as the property has been developed and used as an event center since 2016. A change in ownership should not have any adverse effects. A special exception at the time this was approved per the ordinance would have run with the property in perpetuity regardless of ownership, except for the approved condition over rules the ordinance requirements. Therefore, necessitating the applicants request to remove the condition in its entirety to allow them to sale the property and maintain the current use.

Recommendation:

Staff recommends **APPROVAL** of the modification to remove condition number 8 from SE-16-02.

The Planning and Zoning Board heard the request on July 11, 2024, and recommended approval of the request to remove condition number 8 from SE-16-02.



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

**P. O. Box 377
77 Jackson Street
Zebulon, GA 30295**

**Phone: 770-567-2007
Fax: 770-567-2024
sparks@pikecoga.com**

"Serving Citizens Responsibly"

Attachments:

- Application
- Tax Map
- Letter of Intent
- Sign Photo
- Legal Ad

**PIKE COUNTY
PLANNING AND ZONING BOARD**

Application # Mod-24-01

Planning and Zoning Board Public Hearing Date: July 11

Board of Commissioners Public Hearing Date: July 30

☐ Special Use Permit

☒ Variance

modification

Property Information: District(s): 2nd Land Lot(s): 104 Acres: 9.39

Tax Map Parcel #: 074096 Address if assigned: 15046 US Hwy 19 North, Griffin, GA

Description of Request: Special exception to AR zone was granted 4/26/2016 to allow hosting special events (weddings, etc). Condition #8 states exception is non-transferable to another property owner. Request modification to allow special exception to transfer to any subsequent owner.

Code Reference(s): _____ Present Zoning: AR

Documentation Required: ☐ Copy of Recorded Plat ☐ Copy of Recorded Deed

☐ Letter of Explanation ☒ Health Department Letter of Approval ☒ Sketch or site plan (preferable)

☒ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: Mill Creek Events LLC / Joseph Lisicia Applicant: Joseph Lisicia

Address: 383 Brooks Woolsey Road Address: 383 Brooks Woolsey Road

City: Fayetteville State: GA Zip: 30215 City: Fayetteville State: GA Zip: 30215

Phone/email: _____

Phone/email: _____

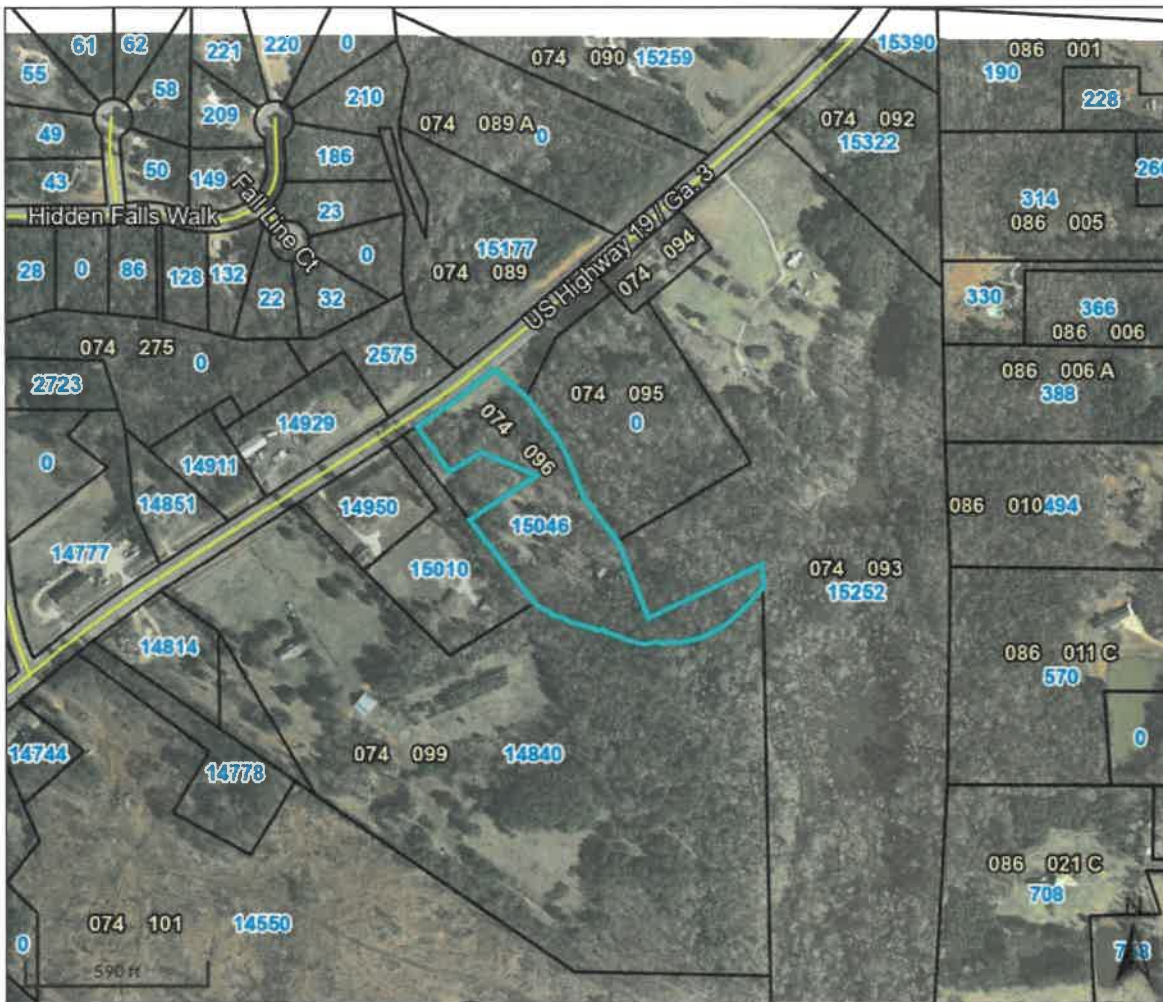
Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: Joseph V Lisicia Date: 5/13/2024

Owner's Printed Name: Joseph V Lisicia

Sworn to and subscribed before me this 13th day of May, 2024.

Notary Public (signature & seal): Caleb Nathaniel Delay



Overview



Legend

-  Parcels
-  Address Numbers
-  Roads

Parcel ID	074 096	Owner	MILL CREEK EVENTS LLC	Last 2 Sales			
Class Code	Residential		383 BROOKS WOOLSEY RD	Date	Price	Reason	Qual
Taxing District	UNINCORPORATED		FAYETTEVILLE, GA 30215	10/27/2016	0	IC	U
Acres	9.39	Physical Address	15046 U SHWY 19	3/9/2016	\$150000	FM	Q
		Assessed Value	Value \$312563				

(Note: Not to be used on legal documents)

Date created: 6/4/2024

Last Data Uploaded: 6/3/2024 10:31:59 PM

Developed by  **Schneider**
GEOSPATIAL

To: Pike County Planning & Zoning:

5/16/24

Re: Letter of explanation for modification of special
exception - Parcel 074 096

I purchased this property in 2016 and was
granted an exemption to host special events
in 2016. (Weddings)

The 2016 exemption was not transferrable
to new owners.

I would like to modify this exemption so
it is transferrable to new/subsequent owners.

The property has been run as a wedding
venue since I purchased it, without
complaint from neighbors

Joe Lisicic





MOD-24-01

Sign Posted: June 18, 2024

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30258 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Reborn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Milledgeville, GA 30258 in Land Lot 87 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Walter applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carter Road, Griffin, GA 30224 in Land Lot 65 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Lisica applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 098. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.

PIKE COUNTY BOARD OF COMMISSIONERS

SUP-24-01 503 Gibson Road Molena, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding SUP-24-01 Tiffany Raborn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Molena, GA 30258 in Land Lot 67 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
□ Exhibit	SUP-24-01

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: SUP-24-01

Planning and Zoning Board Meeting: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Sign Posted: June 18, 2024

Owner and Applicant: Tiffany Raborn

Property Location: 503 Gibson Road, Molena, GA
Landlots: 67
District: 9th
Parcel ID: 060 012

Acreage: 2.41+/- acres

Commission District: District 2, Tim Guy

FEMA Data: Does not lie within a flood zone.

Request: The Applicant/Owner is requesting a special use permit to allow a general home occupation for an in-home daycare of no more than 6 children.

Code Reference: Article 5, Agricultural Residential, Section 403 (D) (3) General Home Occupation

Staff Analysis: The applicant is requesting a special use permit to allow an in-home daycare as a general home occupation for no more than 6 children. The applicant has indicated she will be getting her state license to operate the childcare facility.



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(G) The Planning and Zoning Board will consider the following points in arriving at a decision on a special use permit:

(1) It must not be contrary to the purposes of these regulations.

The requested in-home daycare is not contrary to the purposes of this code.

(2) It must not be detrimental to the use or development of adjacent properties or to the general neighborhood and it must not adversely affect the health, safety or welfare of the residents or workers.

An in-home daycare of 6 or fewer children should not be detrimental to the use or development of the adjacent properties or the general public, nor will it affect the health, safety or the welfare of the residents or workers.

(3) It must not constitute a nuisance or hazard because of the number of persons who will attend or use such a facility, vehicular movement, noise or fumes generated or type of physical activity.

The proposed use should not create a nuisance or a hazard to the surrounding area.

(4) It must not adversely affect existing uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements of the use.

The proposed use should not adversely affect any existing uses in the area and the site is of sufficient size to satisfy the space requirements for this use.

(5) It must meet all other requirements of these regulations.

All other requirements will be met.



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- (6) In addition, the Planning and Zoning Board shall also consider whether the applicant for the special exception at the time of submitting the application is in violation of the Zoning Code or any other provision of Code of Pike County, Georgia. If the applicant is determined to be in violation of the Zoning Code or any other provision of the Code of Pike County, Georgia, then the Board of Appeals shall further consider the circumstances related to such violation(s) as part of the criteria for considering the requested special exception.

The property is not currently in violation of any ordinances that we are aware of.

Recommendation:

Staff recommends **APPROVAL** of this special use permit with the following conditions:

1. A Pike County business license will be required.
2. A state license for an in-home daycare facility shall be provided to issue a business license.

The Planning and Zoning Board heard this request at the July 11, 2024, meeting and recommended **APPROVAL** of this special use permit with the following conditions:

1. A Pike County business license will be required.
2. A state license for an in-home daycare facility shall be provided to issue a business license.

Attachments:

- Application
- Letter of Intent
- Tax Map
- Legal Ad
- Sign Photo

**PIKE COUNTY
PLANNING AND ZONING BOARD**

Application # SVP-24-01

Planning and Zoning Board Public Hearing Date: June 13

Board of Commissioners Public Hearing Date: June 25 July 30

☒ Special Use Permit

☐ Variance

Paid \$512.05

Property Information: District(s): 9th Land Lot(s): 67, Lot 2 Acres: 2.41

Tax Map Parcel #: 060 012 Address if assigned: 503 Gibson Road Molena, GA 30258

Description of Request: I would like to have an in-home preschool at my property. I plan to get licensed with the state of Georgia to be able to care for and teach up to 6 non-related children.

Code Reference(s): _____ Present Zoning: B2 A-R

Documentation Required:

☒ Copy of Recorded Plat

☒ Copy of Recorded Deed

☒ Letter of Explanation

☒ Health Department Letter of Approval

☐ Sketch or site plan (preferable)

☐ Agent Authorization (if needed)

☒ Campaign Disclosure Form

☒ Other background check, certificate

Property Owner: Tiffany Raborn

Applicant: Tiffany Raborn

Address: 503 Gibson Road

Address: 503 Gibson Road

City: Molena State: GA Zip: 30258 City: Molena State: GA Zip: 30258

Phone/email: (_____) _____ Phone/email: _____

Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: Tiffany Raborn

Date: 4/24/24

Owner's Printed Name: Tiffany Raborn

Sworn to and subscribed before me this 24th day of April, 2024.

Notary Public (signature & seal):

Joyce M. Bradley

Tiffany Raborn
503 Gibson Road
Molena, GA 30258
(770) 377-5303
tiffiraborn@gmail.com

April 23, 2024

Planning and Zoning Board
Pike County
77 Jackson Street
Zebulon, GA 30295

RE: requesting permission for an in-home preschool

Dear Board Members,

My husband and I own the property at 503 Gibson Road in Molena. The area is zoned as residential. However, I am hoping to receive permission to start an in-home preschool. I am planning to convert my 20x20 garage into a large, child-friendly space with proper flooring, heating, and cooling. The state of Georgia does not have specific guidelines for starting a preschool, so it would be considered a daycare (although I will not be serving children under the age of three). If approved, I will get licensed with GA Decal Bright from the Start. I have already contacted them and familiarized myself with that process. I will only be allowed to have up to 6 non-related students at a time.

I feel I am very qualified to make this venture successful. I have over 16 years of experience as a teacher. Many of those years I worked as a GA pre-k teacher. I graduated from Georgia Southern University in 2001 with a degree in early childhood education and have a current teaching certificate for grades pre-k through fifth.

I know firsthand there is a need for more preschool/pre-k options for families in Pike County. I, along with my husband and four-year-old son, happily moved to this county last summer. I was not able to find a suitable pre-k spot for him in the school district or in a private facility. I was told there were over 20 students on a waiting list for Pike County pre-k. I have also spoken with various families who acknowledge there is a need for more daycare and preschool options in our growing county.

Please review all the forms and documents I have provided. Let me know if you need any more information to make a decision. I truly appreciate your time and consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Tiffany Raborn". The ink is dark and the signature is fluid, with a large 'T' and a long, sweeping 'y'.

Tiffany Raborn



Overview



Legend

- Parcels
- 3064 Address Numbers
- Roads

Parcel ID	060 102	Owner	LACEY HOLDINGS, LLC	Last 2 Sales			
Class Code	Residential		105 W. OAK STREET	Date	Price	Reason	Qual
Taxing District	UNINCORPORATED		GRIFFIN, GA 30224	5/24/2023	\$390000	RS	U
Acres	2.41	Physical Address	503 GIBSON RD	1/20/2023	\$372500	FM	Q
		Assessed Value	Value \$337037				

(Note: Not to be used on legal documents)

Date created: 6/4/2024

Last Data Uploaded: 6/3/2024 10:31:59 PM

Developed by  **Schneider**
GEOSPATIAL

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30256 in Land Lot 30 of the 5th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Rahorn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Milledgeville, GA 30258 in Land Lot 87 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Walker applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carver Road, Griffin, GA 30224 in Land Lot 86 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.85 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Oslie applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 16046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 098. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30285 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



SUP-24-01

Sign Posted: June 18, 2024

PIKE COUNTY BOARD OF COMMISSIONERS

SUP-24-02 US Hwy 19 and Carver Road Griffin, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding SUP-24-02 D & K Properties owner and Kenneth Waller applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carver Road, Griffin, GA 30224 in Land Lot 89 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	SUP -24-02

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
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Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: SUP-24-02

Planning and Zoning Board Meeting: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Sign Posted: June 18, 2024

Owner and Applicant: Kenneth Waller

Property Location: Northwest corner of Us Hwy 19 and Carver Road
Landlots: 89 & 104
District: 2nd
Parcel ID: part of 074 071

Acreage: 1.65+/- acres

Commission District: District 4, James Jenkins

FEMA Data: Does not lie within a flood zone.

Request: The Applicant/Owner is requesting a special use permit to allow for a stone business with associated outside storage of materials.

Code Reference: Article 12, General Commercial, Section 1203 (B), Article 16, US Highway 19 & US Highway 41 Overlay District

Staff Analysis: The applicant is requesting a special use permit to allow the property to be used as a stone company with associated outside storage. The subject property is located within the Highway 19 Overlay District and will require the property to go through the overlay review prior to any development or use of the property can be done. Currently, the applicant only wants to obtain the approval of the special use permit to sell the property to the adjoining property to expand their current use. This Special use permit is also required per the overlay to allow for outside storage of materials. Approval of this special use permit would not allow the property to be used as is without having to meet all of the



PLANNING AND DEVELOPMENT
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jgilbert@pikecoga.com

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requirements of the Highway 19 Overlay District as outlined in the Pike County UDC.

(G) The Planning and Zoning Board will consider the following points in arriving at a decision on a special use permit:

(1) It must not be contrary to the purposes of these regulations.

The requested special use permit is not contrary to the purposes of this code as the UDC allows the proposed use of a stone business as a permitted use with an approved special use permit.

(2) It must not be detrimental to the use or development of adjacent properties or to the general neighborhood and it must not adversely affect the health, safety or welfare of the residents or workers.

The proposed use should not be detrimental to the use or development of the adjacent properties or the general public, nor should it affect the health, safety or the welfare of the residents or workers.

(3) It must not constitute a nuisance or hazard because of the number of persons who will attend or use such a facility, vehicular movement, noise or fumes generated or type of physical activity.

The proposed use should not create a nuisance or a hazard to the surrounding area.

(4) It must not adversely affect existing uses and it must be proposed to be placed on a lot of sufficient size to satisfy the space requirements of the use.

The proposed use should not adversely affect any existing uses in the area and the site is of sufficient size to satisfy the space requirements for this use.

(5) It must meet all other requirements of these regulations.

All other requirements will be met.



PLANNING AND DEVELOPMENT
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- (6) In addition, the Planning and Zoning Board shall also consider whether the applicant for the special exception at the time of submitting the application is in violation of the Zoning Code or any other provision of Code of Pike County, Georgia. If the applicant is determined to be in violation of the Zoning Code or any other provision of the Code of Pike County, Georgia, then the Board of Appeals shall further consider the circumstances related to such violation(s) as part of the criteria for considering the requested special exception.

The property is not currently in violation of any ordinances that we are aware of.

Recommendation:

Staff recommends **APPROVAL** of this special use permit with the following conditions:

1. Prior to any development permits, building permits or any use of the property, the property must go through the Highway 19 Overlay review before the Planning and Zoning Board. An application and associated fee shall be submitted to the Planning and Development Office.
2. All requirements of the Highway 19 Overlay shall be met.

The Planning and Zoning Board heard this request on July 11, 2024 and recommended **APPROVAL** of this special use permit with the following conditions:

1. Prior to any development permits, building permits or any use of the property, the property must go through the Highway 19 Overlay review before the Planning and Zoning Board. An application and associated fee shall be submitted to the Planning and Development Office.
2. All requirements of the Highway 19 Overlay shall be met.



PLANNING AND DEVELOPMENT
OFFICE

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Code Enforcement*

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Zebulon, GA 30295**

**Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com**

"Serving Citizens Responsibly"

Attachments:

- Application
- Letter of Intent
- Tax Map
- Plat
- Proposed Site Plan
- Legal Ad
- Sign Photo

**PIKE COUNTY
PLANNING AND ZONING BOARD**

Application # ^{SUP} 22-24-01

Planning and Zoning Board Public Hearing Date: 7-11-24

Board of Commissioners Public Hearing Date: 7-30-24

☒ Special Use Permit

☐ Variance

Property Information: District(s): 2nd Land Lot(s): 89, 104 Acres: 1.65
Tax Map Parcel #: 074 021 Address if assigned: _____

Description of Request: requesting approval of special use for Blue Ridge Stone Co.
to continuing same use onto the Proposed 1.65 ac.
lot

Code Reference(s): _____ Present Zoning: C-2

Documentation Required: ☒ Copy of Recorded Plat ☒ Copy of Recorded Deed

☐ Letter of Explanation ☐ Health Department Letter of Approval ☒ Sketch or site plan (preferable)

☐ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: Kenneth Walker
D+K Properties, INC Applicant: Kenneth Walker

Address: 658 Brook Circle Address: 658 Brook Circle

City: Griffin State: GA Zip: 30224 City: Griffin State: GA Zip: 30224

Phone/email: _____ Phone/email: _____

Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

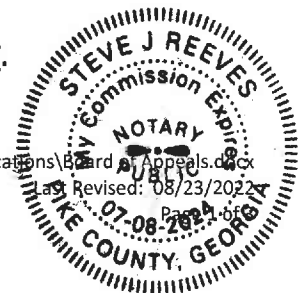
Owner's Signature: Kenneth Walker Date: 6/3/24

Owner's Printed Name: Kenneth Walker

Sworn to and subscribed before me this 3rd day of June, 2024.

Notary Public (signature & seal): [Signature]

f:\Applications\Board of Appeals.docx
Last Revised: 08/23/2022



Additional Property Owners (attach additional sheets as needed):

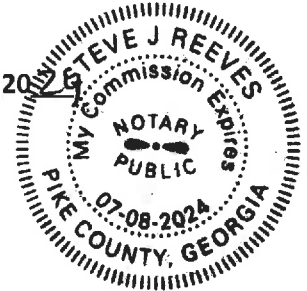
Property Owner Authorization I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: Donnic Waller Date: 6/3/24

Owner's Printed Name: Donnic Waller

Sworn to and subscribed before me this 3rd day of June, 2024

Notary Public (signature & seal): [Signature]



Property Owner Authorization I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (signature & seal): _____

Property Owner Authorization for Applicant (if Applicant is Different From Property Owner): I swear and affirm that I am the sole owner or own at least 51% of the property described on this application, and further authorize the person named as applicant to file this application and act as my agent. Further, I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (signature & seal): _____

Jeremy Gilbert, Director
Pike County Planning & Development
P.O. Box 377
77 Jackson St.
Zebulon, Ga. 30295

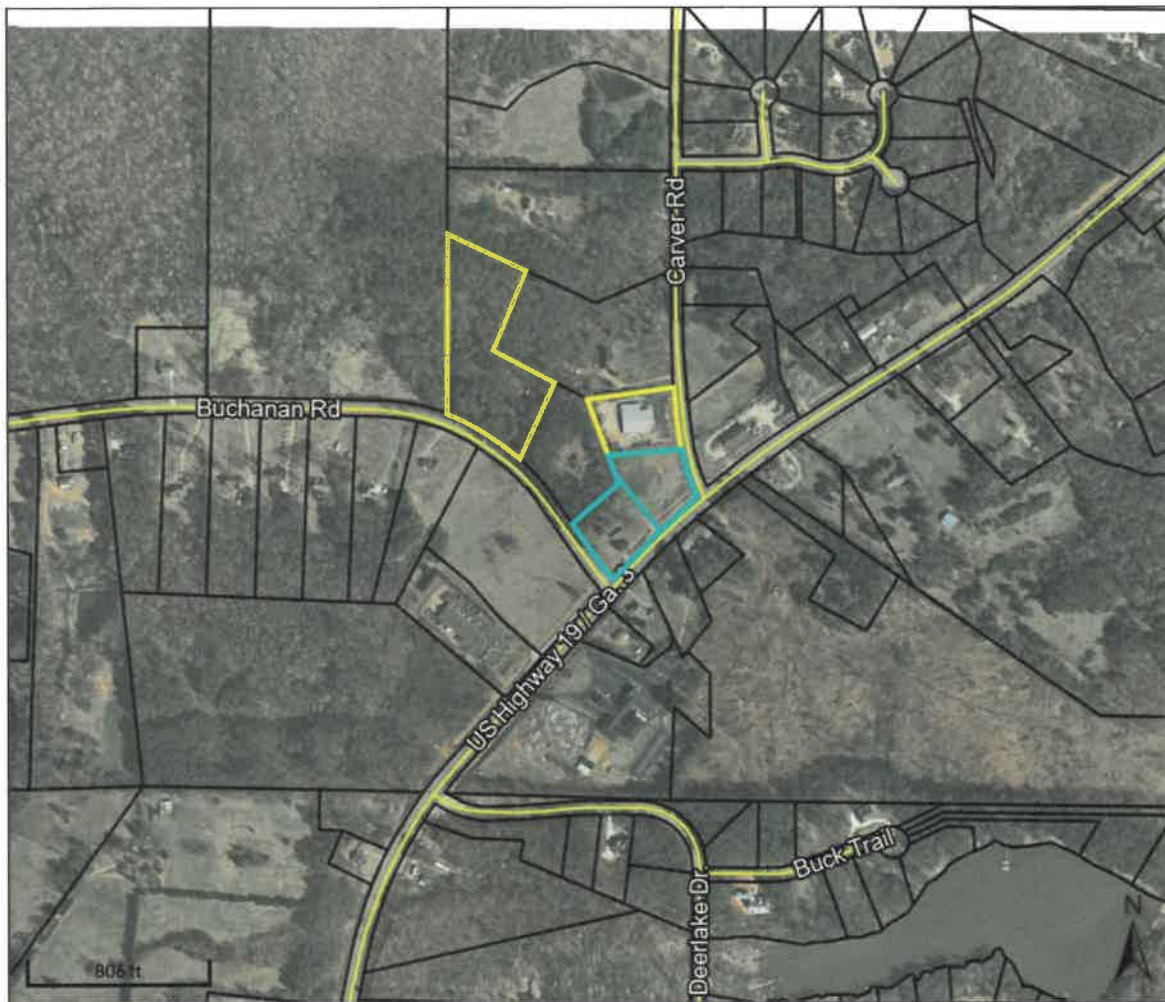
Re: Special Use Permit Application – Ga. Hwy 19 & Carver Rd.

Mr. Gilbert;

D & K Properties, LLC is requesting a special use permit for building materials business and outside storage of stone material for Blue Ridge Stone Co. to purchase the proposed 1.65 Acre Lot and continue and expand their business to this lot. A more detailed set of construction plans will be submitted for site plan approval of the over lay district prior to any new construction.

Sincerely,

Kenneth Waller
D & K Properties, LLC



Overview



Legend

-  Parcels
-  Roads

Parcel ID	074 071	Owner	D & K PROPERTIES INC	Last 2 Sales			
Class Code	Residential		658 BROOK CIRCLE	Date	Price	Reason	Qual
Taxing District	UNINCORPORATED		GRIFFIN, GA 30224	9/27/1995	0	AL	U
Acres	2.67	Physical Address	U S HWY 19	8/17/1995	\$125000	FM	Q
		Assessed Value	Value \$128917				

(Note: Not to be used on legal documents)

Date created: 6/27/2024

Last Data Uploaded: 6/26/2024 11:27:45 PM

Developed by  Schneider
GEOSPATIAL

FLOOD NOTE

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND BY GRAPHIC DEPICTION ONLY, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS PER INSURANCE RATE MAP NUMBER 15281C00100B WITH AN EFFECTIVE DATE OF SEPT. 11, 2009. NO FIELD VERIFICATION WAS PERFORMED TO DETERMINE THIS.

FOR CLERK OF SUPERIOR COURT

GENERAL NOTES

- EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS (OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY OR EASEMENTS THAT CAN BE ESTABLISHED FROM A COMPLETE AND ACCURATE LEGAL DESCRIPTION); BUILDING SETBACKS; RESTRICTIVE COVENANTS; ZONING CONDITIONS OR OTHER LAND USE REGULATIONS.
- SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
- EXCEPT AS MAY BE EXPRESSLY INDICATED ON THIS PLAT, LOCATIONS OF ENVIRONMENTAL, GEOLOGIC, AND UNDERGROUND FEATURES AND CONDITIONS, NATURAL AND OTHERWISE, AS THEY MAY RELATE TO BUFFERS AND SETBACKS IS BEYOND THE SCOPE OF THIS PLAT.
- RIGHT-OF-WAY FOR BUCHANAN RD. ESTABLISHED AT 40' FROM MEAN C/L OF EXISTING PAVED ROAD AS PER PREVIOUS EXISTING SURVEYS AND FOUND MONUMENTS. ANY ADDITIONAL R/W CLAIMED SHOULD BE EXCLUDED FROM THIS SURVEY.
- RIGHT-OF-WAY FOR CARVER RD. ESTABLISHED AT 40' FROM MEAN C/L OF EXISTING PAVED ROAD AS PER PREVIOUS EXISTING SURVEYS AND FOUND MONUMENTS. ANY ADDITIONAL R/W CLAIMED SHOULD BE EXCLUDED FROM THIS SURVEY.
- RIGHT-OF-WAY FOR US HWY 14 / GA. HWY 3 VARIES AS PER GA. DOT PROJECT NO. EDS-19(36) R/W MAPS, DB. 117 PG. 302, DB. 119 PG. 524, DB. 120 PG. 455. ANY ADDITIONAL R/W CLAIMED SHOULD BE EXCLUDED FROM THIS SURVEY.
- PROPERTY ZONING: C-2.
- TAX MAP PARCEL ID #: 074 071.
- SURVEY REFERENCES: DB. 165 PG. 51, DB. 166 PG. 103, FB. 13 PG. 51.

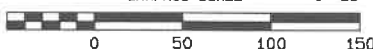
EXISTING C-2 ZONING:

FRONT YARD SETBACK - 50 Feet
SIDE YARD SETBACK - 15 Feet
30 Feet Corner Lot
REAR YARD SETBACK - 20 Feet
MIN. LOT AREA - 1.00 ACRE
MIN. LOT WIDTH - 100 Feet
MIN. HEATED FLOOR AREA - 1,000 SqFt

LEGEND

- IPS IRON PIN (1/2" nebor set)
- IFP CORNER MONUMENT FOUND
- R/W RIGHT-OF-WAY
- R/W MON. RIGHT-OF-WAY MONUMENT
- LL LAND LOT
- N/P NOW OR FORMERLY
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- P/L PROPERTY LINE
- CL CENTERLINE
- REF REBAR FOUND
- BP EDGE OF PAVEMENT
- OTF OPEN TOP PIPE
- CHP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- EXIST. EXISTING
- / COMP. POINT, NOT MONUMENTED
- CENTERLINE OF ROAD
- OVERHEAD UTILITY LINE
- FENCE REMNANTS
- APPROXIMATE LAND LOT LINE
- RIGHT-OF-WAY LINE
- DIRT/GRAVEL ROAD

GRAPHIC SCALE 1" = 50'



SURVEYOR'S CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

By: STEVE J. REEVES, GA. RLS No. 2785 DATE

PREPARED BY:

S.J. Reeves Land Surveying

P.O. BOX 658 • 147 COOK ROAD • ZEBULON, GA. 30245
770-584-5203 • sjreevesurveying@gmail.com (EMAIL)

LAND SURVEYING, PLANNING & SUBDIVISION DESIGN

MINOR SUBDIVISION PLAT FOR:

D & K PROPERTIES, LLC

LAND LOTS 89,104 2nd DISTRICT PIKE COUNTY

DATE OF FIELD WORK:

05/23/2024

DATE OF SURVEY PLAT:

05/30/2024

REV. DATE: DESCRIPTION:

SCALE:

1" = 50'

DRAWN BY:

SJR

FLOOD NOTE

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND BY GRAPHIC DEPICTION ONLY, THIS PROPERTY (S 1201) LOCATED IN A SPECIAL FLOOD HAZARD AREA AS PER INSURANCE RATE MAP NUMBER 132100010B WITH AN EFFECTIVE DATE OF SEPT. 11, 2009. NO FIELD VERIFICATION WAS PERFORMED TO DETERMINE THIS.

FOR CLERK OF SUPERIOR COURT

GENERAL NOTES

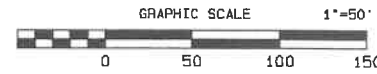
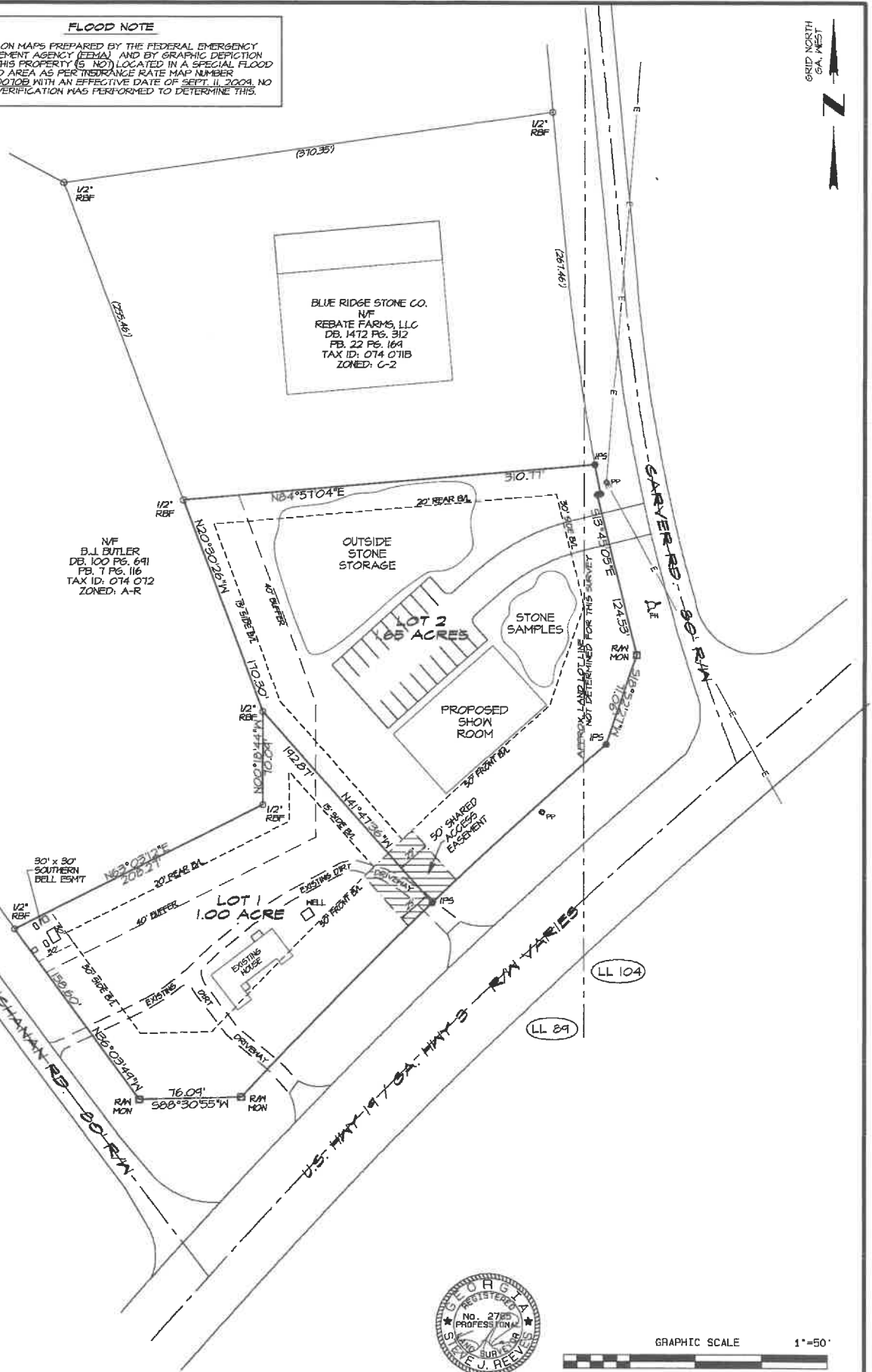
- EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE EASEMENTS (OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY OR EASEMENTS THAT CAN BE ESTABLISHED FROM A COMPLETE AND ACCURATE LEGAL DESCRIPTION), BUILDING SETBACKS, RESTRICTIVE COVENANTS, ZONING CONDITIONS OR OTHER LAND USE REGULATIONS.
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- RIGHT-OF-WAY FOR CARVER ROAD ESTABLISHED AT 40' FROM MEAN C/L OF EXISTING PAVED ROAD AS PER PREVIOUS EXISTING SURVEYS AND FOUND MONUMENTS. ANY ADDITIONAL R/W CLAIMED SHOULD BE EXCLUDED FROM THIS SURVEY.
- RIGHT-OF-WAY FOR US HWY 1 / GA. HWY 3 VARIES AS PER GA. DOT PROJECT NO. ED9-1130) R/W MAPS, DB. 117 PG. 302, DB. 114 PG. 524, DB. 120 PG. 455. ANY ADDITIONAL R/W CLAIMED SHOULD BE EXCLUDED FROM THIS SURVEY.
- PROPERTY ZONING: C-2.
- TAX MAP PARCEL ID # - 014 011.
- SURVEY REFERENCES: DB. 165 PG. 51, DB. 166 PG. 103, PB. 13 PG. 51.

EXISTING C-2 ZONING:

FRONT YARD SETBACK - 50 Feet
SIDE YARD SETBACK - 15 Feet
30 Feet Corner Lot
REAR YARD SETBACK - 20 Feet
MIN. LOT AREA - 1.00 ACRE
MIN. LOT WIDTH - 100 Feet
MIN. HEATED FLOOR AREA - 1,000 SqFt

LEGEND

- IPS IRON PIN (1/2" rebar set)
- IIP CORNER MONUMENT FOUND
- R/W RIGHT-OF-WAY
- R/W MON RIGHT-OF-WAY MONUMENT
- LL LAND LOT
- N/P NON OR FORMERLY
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE
- P/L PROPERTY LINE
- C/L CENTERLINE
- REF REBAR FOUND
- EP EDGE OF PAVEMENT
- OTF OPEN TOP PIPE
- CMF CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- EXIST. EXISTING
- COMP. POINT, NOT MONUMENTED
- CENTERLINE OF ROAD
- OVERHEAD UTILITY LINE
- FENCE REMNANTS
- APPROXIMATE LAND LOT LINE
- RIGHT-OF-WAY LINE
- DIRT/GRAVEL ROAD



PREPARED BY:

S.J. Reeves Land Surveying

P.O. BOX 699 * 147 COOK ROAD * ZEBULON, GA. 30295
770-584-5209 * sjreevesurveying@gmail.com (EMAIL)

LAND SURVEYING, PLANNING & SUBDIVISION DESIGN

CONCEPT PLAN FOR:

BLUE RIDGE STONE EXPANSION

LAND LOTS 89,104 2nd DISTRICT PIKE COUNTY

DATE OF FIELD WORK:

05/23/2024

DATE OF SURVEY PLAT:

06/03/2024

REV. DATE: DESCRIPTION:

REV.	DATE:	DESCRIPTION:

SCALE:

1" = 50'

DRAWN BY:

SJR

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30256 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Raborn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Meansville, GA 30256 in Land Lot 67 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Walter applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carter Road, Griffin, GA 30224 in Land Lot 85 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Liscia applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 096. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10085 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



SUP-24-02

Sign Posted: June 18, 2024

PIKE COUNTY BOARD OF COMMISSIONERS

REZ-24-02 10065 US Hwy 19 and McKinley Road Zebulon, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding REZ-24-02 Dee McLeRoy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	REZ-24-02

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: REZ-24-02

Planning and Zoning Board: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Signs Posted: June 18, 2024

Applicant/Owner: Dee McLeRoy

Property Location: 10065 UD Hwy 19 and McKinley Road, Zebulon, GA

Landlot:33

District: 2nd

Parcel ID: 065 037 and 065 037 B

Acreage: 12.26+/- acres

Commission District: District 4, James Jenkins

FEMA Data: Does not lie within a flood zone.

Request: Applicant/Owner are requesting a rezoning of the subject property from C-2 (General Commercial) and C-3(Heavy Commercial) to C-3 for the expansion of the existing self-storage facility and to build an incubator office building.

Code Reference: Article 12, Article 13 and Article 16 of the UDC

Staff Analysis: The subject properties are currently zoned C-2 (General Commercial) and C-3(Heavy Commercial) and is currently occupied by a carwash and self-storage facility. Currently the properties are two separate parcels, however, the properties will have to be combined before the development can be started to meet setback requirements. The applicant is request is to rezone the subject properties to C-3 to expand the self-storage facility and to build an incubator office building. Based on the conceptual site plan the applicant is proposing a curb cut onto McKinley Road. Currently the portion of the road the curb cut is proposed in on the unpaved portion of McKinley Road. Should the



PLANNING AND DEVELOPMENT
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drive be installed as proposed, McKinley Road will need to be paved to meet all the UDC requirements.

The subject property is in the Highway 19 Overlay District and will be subject to all of the standards of the overlay and will be required to complete an Overlay review. An application for the overlay review as well as a variance application for building materials have been submitted to the Planning and Development office for the August PZB meeting.

According to the Pike County Character Area Map that is part of Joint Comprehensive Plan identifies the subject properties in a commercial node and would support the zoning change being requested.

(F) The Planning and Zoning Board will consider the following points in arriving at a decision on a zoning amendment:

(1) The existing uses and zoning of the nearby property.

The subject properties are currently two parcels, one of them is vacant and the other is currently housing a carwash and self-storage facility.

(2) The suitability of the property for the proposed purpose.

The property appears to be suitable for the proposed development. Based on the conceptual plan the proposed project seems to meet most requirements of the Overlay and other development regulations.

(3) The length of time the property has been vacant.

One of the current parcels is vacant and never had anything built on it. While the other parcel is not vacant and has a carwash and self-storage facility constructed on site.

(4) The threat to the public health, safety, and welfare if rezoned.

There is no potential threat to the health, safety or welfare of the public if the proposed zoning is approved.



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jgilbert@pikecoga.com

"Serving Citizens Responsibly"

- (5) The extent to which the value of the property is diminished by the present zoning.***

The property's value should not be diminished by the current zoning.

- (6) The balance between the hardship on the property owner and the benefit to the public in not rezoning.***

By rezoning this property to a commercial zoning district and constructing additional commercial buildings will increase the value of the property and should result in additional tax revenues that would help the ratio of commercial to residential properties.

- (7) Have an adverse effect on the insurance rating of the county, or any substantial portion of the county, issued by the insurance service office or similar rating agency.***

Rezoning these properties should not have an adverse effect on the insurance rating of the county.

- (8) Overtax any streets presently existing to serve the site, or other public facilities and utilities.***

The proposed rezoning should not create a hardship on the existing roads or other public utilities as proposed. Based on the proposed conceptual plan the applicant is proposing to connect this project to Pike Plaza and provide a much needed second connection point to McKinley Road to hopefully provide some relief to the entrance of Pike Plaza on US Hwy 19.

- (9) Have a substantial adverse impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.***

The proposed rezoning should not have an adverse impact on the environment as proposed.



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jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Recommendation:

Staff recommends **Approval** of the requested rezoning from C-2 (General Commercial) and C-3(Heavy Commercial) to C-3 (Heavy Commercial) with the following conditions:

1. Both parcels shall meet the requirements of the Highway 19 Overlay District and be subject to the requirements of the Overlay review and approval by the PZB.
2. McKinley Road shall be paved the entire frontage of the parcel along Mckinley Road at the expense of the applicant/developer.

The Planning and Zoning Board heard the request on July 11, 2024, and recommended approval of the request with the following conditions:

1. Both parcels shall meet the requirements of the Highway 19 Overlay District and be subject to the requirements of the Overlay review and approval by the PZB.
2. McKinley Road shall be paved the entire frontage of the parcel along Mckinley Road at the expense of the applicant/developer.

Attachments:

- Rezoning Application
- Tax Map
- Survey
- Site Plan
- Letter of Intent
- Impact Analysis
- Legal Ad
- Sign Photo

5/12/24
RECEIVED

PIKE COUNTY REZONING APPLICATION

\$1056.50

Application # REL-24-02

Planning and Zoning Board Public Hearing: 7-11-24 @ 6:30 pm

Permit # 117

Board of Commissioners Public Hearing: 7-30-24 @ 6:30 pm

Property Information: District(s): 2nd Land Lot(s): 33 Acres: 12.26

Tax Map Parcel #: 065 037 A and 065 037 B Address if assigned: 10065 US-19 Zebulon, GA 30295

Existing Zoning Classification: C-2 Proposed Zoning Classification: C-3

Summary of Proposed Project: The proposed development will add self-storage buildings and driveways, as well as an incubator building and parking lot. The existing development has self-storage units and a car wash facility. The applicant wishes to rezone the parcel to C-3 in order to enlarge the self-storage facility.

Code Reference(s): _____

Documentation Required: ☐ Copy of Recorded Plat ☐ Copy of Recorded Deed ☒ Impact Analysis*

☒ Letter of Explanation* ☐ Health Department Letter of Approval ☐ Site Plan*

☐ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: Dee McLeRoy

Applicant: Dee McLeRoy

Address: 200 Plaza Drive

Address: 200 Plaza Drive

City: Zebulon State: GA Zip: 30295

City: Zebulon State: GA Zip: 30295

Phone/email: /dee@mcleroyinc.com Phone/email: /dee@mcleroyinc.com

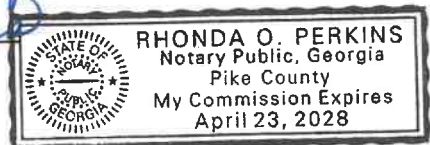
Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

Owner's Signature: [Signature] Date: 05.02.2024

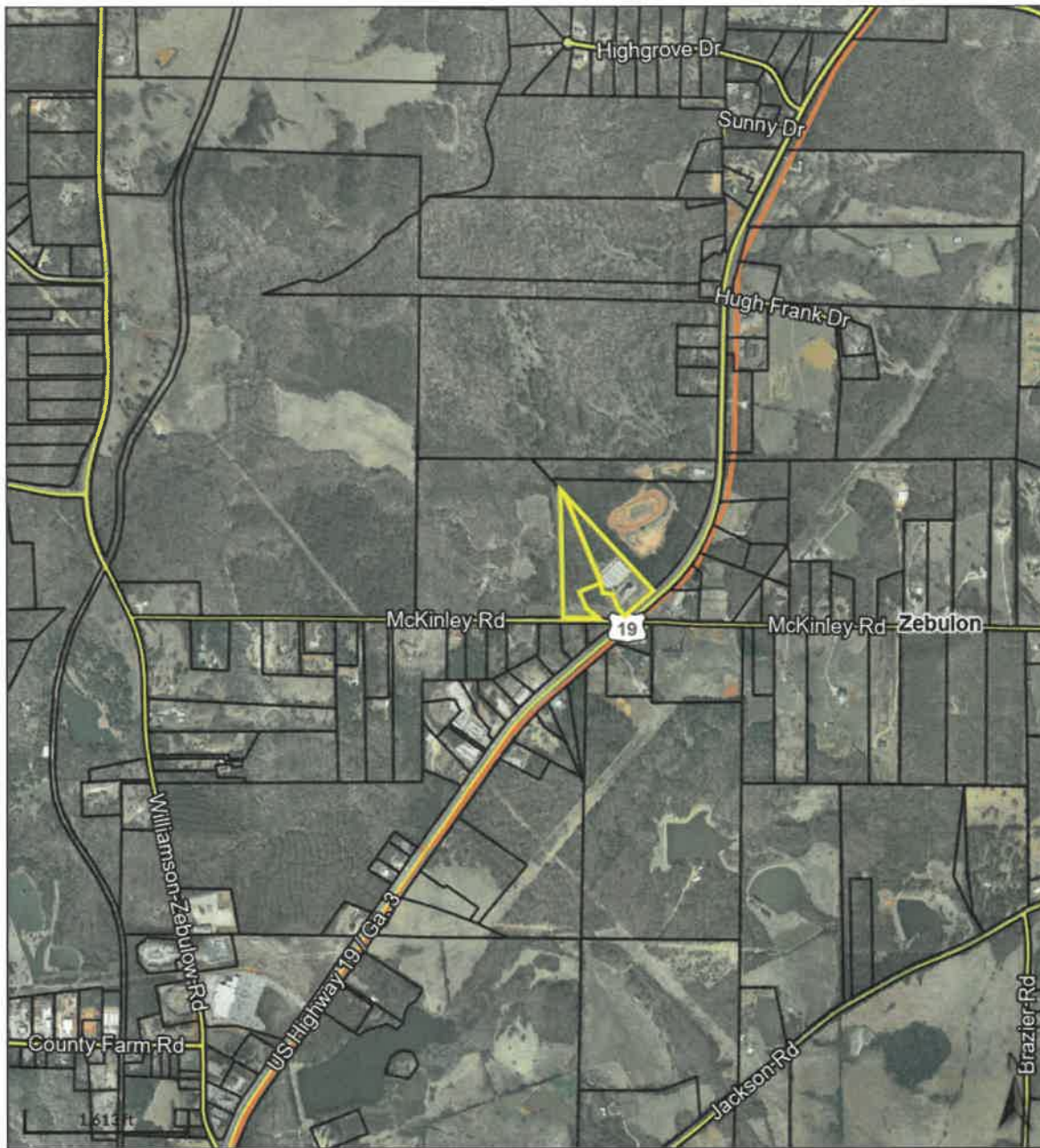
Owner's Printed Name: PIKE STORAGE + SUDSATION CAR WASH, LLC.

Sworn to and subscribed before me this 2 day of May, 2024.

Notary Public (signature & seal): [Signature]



*See instructions for more information.



Overview

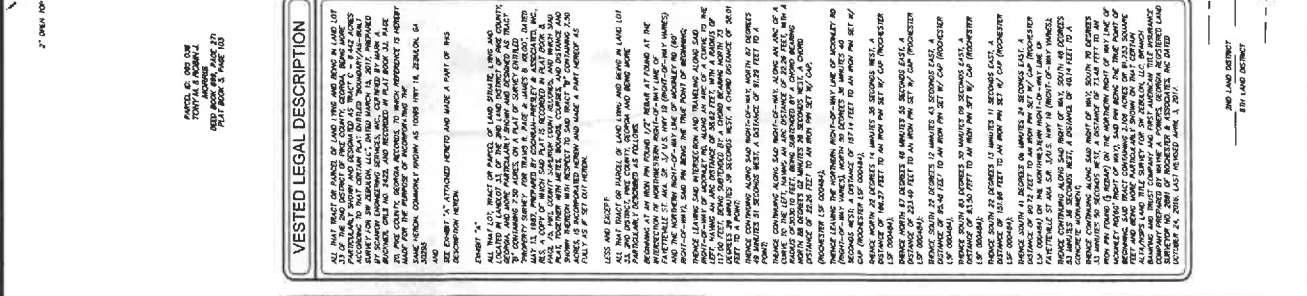


Legend

-  Parcels
-  Roads

Date created: 6/28/2024
Last Data Uploaded: 6/28/2024 11:56:54 AM

Developed by  **Schneider**
GEOSPATIAL

[illegible]



4
SHEET 4 OF 33

Project No.	Issue Date:
23065.00	FEB. 2024
Drawn By:	Checked By:
JLB	CNP

NOT FOR
CONSTRUCTION
PRINTED:
January 26, 2024

LICS #: PEF004167

OVERALL SITE PLAN

The client acknowledges that these documents are the work papers of PricewaterhouseCoopers, Inc., and are their instruments of professional service.

SITE DEVELOPMENT PLANS FOR
McLeRoy
— INC. —
INCUBATOR AND SELF STORAGE
LOCATED IN LANDLOT 33 OF THE 2nd DISTRICT, PIKE COUNTY



PARAGON
CONSULTING GROUP

118 n. expressway griffin, georgia 30223
phone (770) 412-7700 fax (770) 412-7744

Letter of Explanation - Incubator and Self-storage Units Hwy 19

The proposed use of the parcel will be to add additional self-storage units and an incubator building to the current development. The parcels will be combined, and the remainder of the property would be rezoned to C-3 so that the self-storage units will be a conforming use for the entire parcel. There are 10 buildings at 3,192 S.F. per building of proposed self-storage units. There is 1 additional building with 3,750 S.F. for the incubator units. Access to the self-storage units will be from the existing driveway on HWY 19 and access to the incubator building will be from McKinley Road and Pike Plaza. Utilities will be accessed from the Pike Plaza development to the North for water and sewer services. The development will share a stormwater detention facility and the parking for the incubator building will be off the shared access between the Pike Plaza development and McKinley Road. Future development of the remainder of the tract has been accounted for in the stormwater design for the parcels. The normal hours of operation will be six days per week from 8:00 am to 5:00 pm.

Impact Analysis - Incubator and Self-storage Units Hwy 19

1. The proposed use of the site will be an incubator building and additional self-storage units. The existing site has a car wash building and existing self-storage units. The incubator building will be a small office warehouse building that would accommodate start-up businesses for technical occupations. These would be a home base for start-up plumbers, welders, roofers, etc. for businesses that need a home office and minor storage area but are in the field for the majority of the day for work. These uses are similar to the existing use of the property as well as the similar commercial uses of the Plaza and the Dollar General in the area.
2. The adjacent property to the north is already zoned with similar commercial, retail, and office use. The Dollar General is also a similar commercial use as well as the existing self-storage units on the property.
3. The property would be usable as zoned but due to the shape of the parcels, the properties can be utilized more efficiently by combining the parcels and expanding the existing self-storage facility.
4. The proposed use of the property will likely improve the access and connectivity of the adjacent parcels connecting McKinley Road to Pike Plaza without adding additional connections to the highway which should improve vehicular access to both parcels and potentially provide future connections to the Northwest.
5. The HWY 19 corridor is intended for highway commercial use and this use fits within the intent of the FLUM.
6. The property is currently developed with self-storage buildings and a car wash. The expansion of the facility should not have an adverse effect on the current or future use of the property.
7. The tract that is currently zoned C-3 was developed in 2001 and the car wash was added in 2004. The tract that is currently zoned C-2 has been undeveloped for over 20 years.
8. We do not believe that there will be any threat to the welfare and being of the community by rezoning this property.
9. We believe that there is major benefits to the Community by rezoning. The proposed development is in keeping with the FLUMs intended use of the corridor and the site is currently in use by the same use as proposed.
10. There are no known existing violations of the Zoning Code or any other provision of the Code of Pike County, Georgia on the sites.

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30258 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Robison owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Meansville, GA 30258 in Land Lot 57 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Walter applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carter Road, Griffin, GA 30224 in Land Lot 86 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Usida applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 096. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee Molekoy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10085 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.65 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



McKinley Road



US HWY 19

REZ-24-02

Sign Posted: June 18, 2024

PIKE COUNTY BOARD OF COMMISSIONERS

REZ-24-03 1042 Old Zebulon Road Zebulon, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	REZ-24-03

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: REZ-24-03

Planning and Zoning Board: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Signs Posted: June 18, 2024

Applicant/Owner: Derek Mills

Property Location: 1042 Old Zebulon Road, Zebulon, GA 30295

Landlot: 120

District: 9th

Parcel ID: Part of 068 005

Acreage: 3.85+/- acres

Commission District: District 1, Tim Daniel

FEMA Data: Does not lie within a flood zone.

Request: Applicant/Owner are requesting a rezoning of a portion of the subject property from A-R (Agricultural-Residential) to RR (Rural Residential).

Code Reference: Article 4 and Article 5 of the UDC

Staff Analysis: The subject property is currently zoned A-R (Agricultural-Residential), and the applicant wants to split off 3.65+/- acres for one of their children to build a home. The parent parcel is currently 81.98 +/- acres and the applicant wants to rezone the property to the RR (Rural Residential) zoning district to give their child three acres and with the increase of the minimum lot size to five acres necessitated the need to rezone the property to RR to allow the three-acre minimum lot size.

The Pike County Character Area Map that is part of the Joint Comprehensive Plan identifies this property in the Developing Residential and Rural Residential areas that would support the requested rezoning to the RR zoning district.



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Phone: 770-567-2007

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jgilbert@pikecoga.com

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(F) The Planning and Zoning Board will consider the following points in arriving at a decision on a zoning amendment:

(1) The existing uses and zoning of the nearby property.

The subject property is currently zoned A-R (Agricultural-Residential) and this portion being rezoned is currently vacant.

(2) The suitability of the property for the proposed purpose.

The property appears to be suitable for the proposed development.

(3) The length of time the property has been vacant.

The portion of the property they are requesting to be rezoned is currently vacant. The parcel has not been created and will not be created unless this zoning is approved.

(4) The threat to the public health, safety, and welfare if rezoned.

There is no potential threat to the health, safety or welfare of the public if the proposed zoning is approved.

(5) The extent to which the value of the property is diminished by the present zoning.

The property's value should not be diminished by the current zoning. However, they cannot create the proposed three-acre lot under the current zoning.

(6) The balance between the hardship on the property owner and the benefit to the public in not rezoning.

There is not a balance between the benefit to the public if the property is not zoned and the hardship on the property owner. The only hardship on the owner would be they would have to create a 5-acre lot instead of the proposed 3.85 acre lot.



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- (7) *Have an adverse effect on the insurance rating of the county, or any substantial portion of the county, issued by the insurance service office or similar rating agency.*

N/A

- (8) *Overtax any streets presently existing to serve the site, or other public facilities and utilities.*

The proposed rezoning should not create a hardship on the existing roads or other public utilities as proposed.

- (9) *Have a substantial adverse impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.*

The proposed rezoning would not have an adverse impact on the environment as proposed.

Recommendation: Staff recommends Approval of the requested rezoning from A-R to RR for the development of one building lot.

The Planning and Zoning Board heard the request on July 11, 2024, and no recommendation was made due to a tie vote. Therefore, the Planning and Zoning Board makes no recommendation on this item.

Attachments:

- Rezoning Application
- Tax Map
- Proposed Plat
- Letter of Intent
- Legal Ad
- Sign Photo

PIKE COUNTY REZONING APPLICATION

Application # REZ-24-03

Planning and Zoning Board Public Hearing: 7-11-24

Board of Commissioners Public Hearing: 7-30-24

Property Information: District(s): 9th Land Lot(s): 120 Acres: 3.85

Tax Map Parcel #: 068 005 Address if assigned: 1042 Old Zebulon Rd.

Existing Zoning Classification: A-R Proposed Zoning Classification: RR

Summary of Proposed Project: requesting rezoning of proposed 3.00 Ac. lot to RR in order to give a child
a lot to construct a new house on and to have lot match existing lot previously divided off of parent
tract.

Code Reference(s): _____

Documentation Required: ☒ Copy of Recorded Plat ☒ Copy of Recorded Deed ☒ Site Plan (required)*

☒ Letter of Explanation* ☐ Health Department Letter of Approval

☐ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: Derek Mills Applicant: Same

Address: 1042 Old Zebulon Rd. Address: _____

City: Zebulon State: Ga. Zip: 30295 City: _____ State: _____ Zip: _____

Phone/email: _____ Phone/email: _____

Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

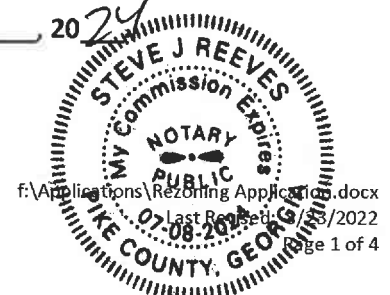
Owner's Signature: Derek Mills Date: 6-3-2024

Owner's Printed Name: Derek Mills

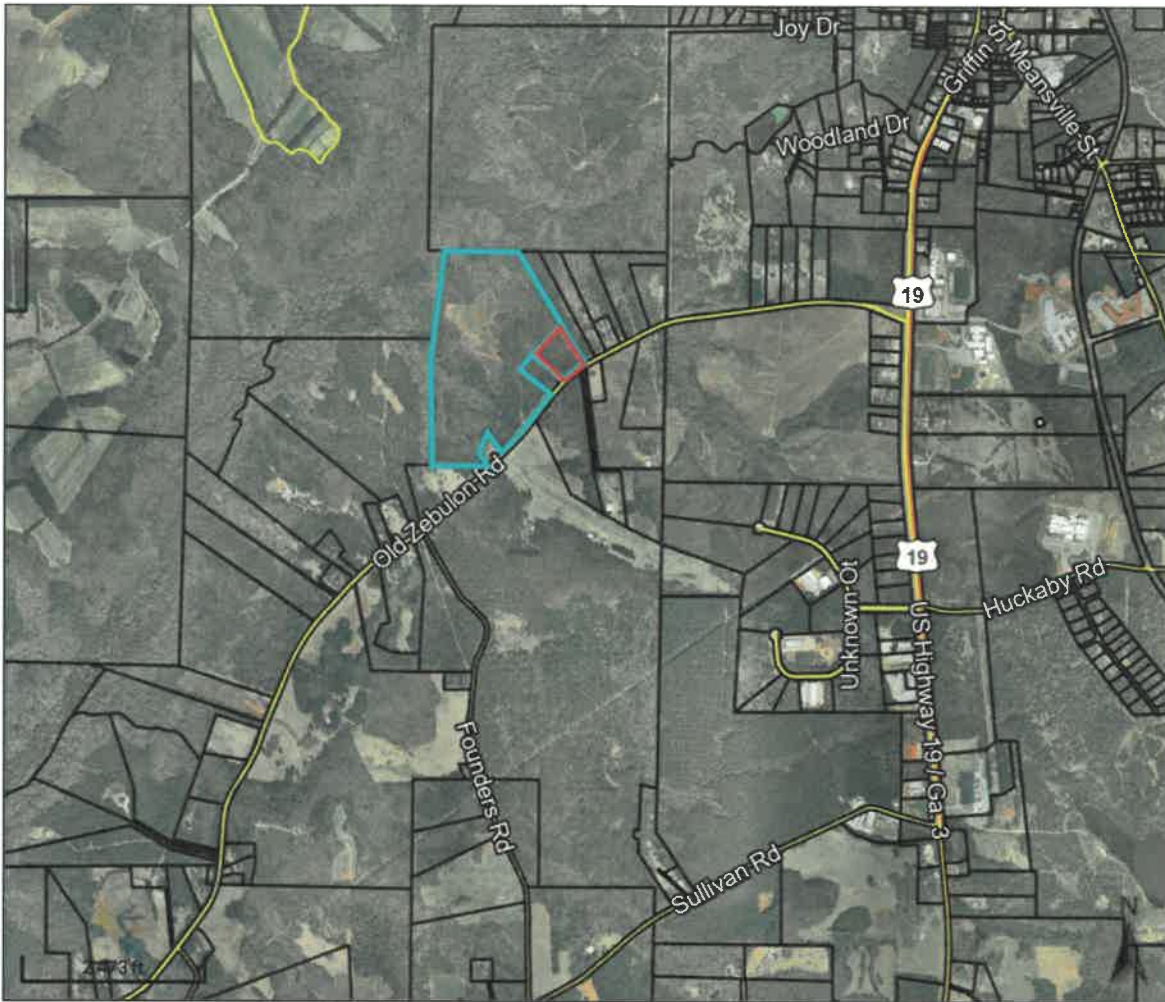
Sworn to and subscribed before me this 3rd day of Jun, 2024

Notary Public (signature & seal): [Signature]

*See instructions for more information.



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Last Revised: 6/3/2022
Page 1 of 4



Overview



Legend

-  Parcels
-  Roads

Parcel ID	068 005	Owner	MILLS BILLY DEREK & SHARON DENISE		Last 2 Sales			
Class Code	Consv Use		1042 OLD ZEBULON ROAD		Date	Price	Reason	Qual
Taxing District	UNINCORPORATED		ZEBULON, GA 30295		7/8/2021	0	FM	Q
Acres	81.98	Physical Address	1042 OLD ZEBULON RD		6/16/2021	0	QC	U
		Assessed Value	Value \$1382481					

(Note: Not to be used on legal documents)

Date created: 6/28/2024

Last Data Uploaded: 6/28/2024 11:56:54 AM

Developed by  **Schneider**
GEOSPATIAL

Jeremy Gilbert, Director
Pike County Planning & Development
P.O. Box 377
77 Jackson St.
Zebulon, Ga. 30295

Re: Proposed Rezoning of ^{3.85}~~3.00~~ Acres – Old Zebulon Rd. to RR

Mr. Gilbert;

I am requesting a rezoning of the proposed ^{3.85}~~3.00~~ Acre lot from A-R to RR in order to divide off the proposed lot for my child. I wish to rezone this to RR to make the new lot to match the previous 3.00 ac. lot division.

Sincerely,

Derek Mills
1042 Old Zebulon Rd.
Zebulon, Ga. 30295

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct PUBLIC HEARINGS on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30258 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Reborn owner and applicant request a special use permit for a general home occupation for property located at 303 Geron Road, Milledgeville, GA 30258 in Land Lot 07 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Waller applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carver Road, Griffin, GA 30224 in Land Lot 89 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Usida applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 098. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10085 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a PUBLIC HEARING on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



REZ-24-03

Sign Posted: June 18, 2024

PIKE COUNTY BOARD OF COMMISSIONERS

REZ-24-04 Jonathan's Roost Road adjacent to the airpark Williamson, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airpark Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airpark for additional hanger space. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	REZ-24-04

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: REZ-24-04

Planning and Zoning Board: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Signs Posted: June 18, 2024

Owner: Peach State Aerodrome

Applicant: Keven Sasser

Property Location: Jonathan's Roost Road, Williamson, GA 30292

Landlot:131

District: 1st

Parcel ID: Part of 050 018A

Acreage: 1.78+/- acres

Commission District: District 4, James Jenkins

FEMA Data: Does not lie within a flood zone.

Request: Applicant/Owner is requesting a rezoning of a portion of the subject property from A-R (Agricultural-Residential) to C-2 (General Commercial).

Code Reference: Article 5 and Article 12 of the UDC

Staff Analysis: The subject property is currently zoned A-R (Agricultural-Residential), and the applicant wants to spit off 1.78+/- acres to add to the existing airport commercial property. The applicant is requesting to rezone the property to C-2 (General Commercial) to match the current zoning of the airport. The applicant intends to combine the proposed 1.78 acres with Parcel ID number 050 022. The subject property will connected to the Pike County Water system as the property is within the required distance to connect.



PLANNING AND DEVELOPMENT
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The Pike County Character Area Map that is part of the Joint Comprehensive Plan identifies this property right at the edge of the Developing Residential and Rural Residential areas. There is also a commercial node that is right in this area that supports the airport commercial uses.

(F) The Planning and Zoning Board will consider the following points in arriving at a decision on a zoning amendment:

(1) The existing uses and zoning of the nearby property.

The subject property is currently zoned A-R (Agricultural-Residential) and this portion being rezoned is currently vacant. The zoning of parcels in the area includes R-2, A-R and C-2.

(2) The suitability of the property for the proposed purpose.

The property appears to be suitable for the proposed development.

(3) The length of time the property has been vacant.

The portion of the property they are requesting to be rezoned is currently vacant. The parcel has not been created and will not be created unless this zoning is approved.

(4) The threat to the public health, safety, and welfare if rezoned.

There is no potential threat to the health, safety or welfare of the public if the proposed zoning is approved.

(5) The extent to which the value of the property is diminished by the present zoning.

The property's value should not be diminished by the current zoning. However, they cannot create the proposed lots under the current zoning.



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- (6) The balance between the hardship on the property owner and the benefit to the public in not rezoning.***

There is not a balance between the benefit to the public if the property is not zoned and the hardship on the property owner. The only hardship for the owner would be they would have to use the property for residential uses instead of the proposed commercial use of a hanger.

Have an adverse effect on the insurance rating of the county, or any substantial portion of the county, issued by the insurance service office or similar rating agency.

N/A

- (7) Overtax any streets presently existing to serve the site, or other public facilities and utilities.***

The proposed rezoning should not create a hardship on the existing roads or other public utilities as proposed.

- (8) Have a substantial adverse impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.***

The proposed rezoning should not have an adverse impact on the environment as proposed.



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Recommendation: Staff recommends Approval of the requested rezoning from A-R to C-2 with the following conditions.

1. The 1.78 +/- acre tract shall be combined with Parcel ID number 050 022 before any development or building permits can be issued on the property.
2. County water shall be required for any new structures constructed on the property at the expense of the owner/developer.

The Planning and Zoning Board heard the request on July 11, 2024, and recommended approval of the request with the following conditions:

1. The 1.78 +/- acre tract shall be combined with Parcel ID number 050 022 before any development or building permits can be issued on the property.
2. County water shall be required for any new structures constructed on the property at the expense of the owner/developer.

Attachments:

- Rezoning Application
- Tax Map
- Survey/Proposed Plat
- Letter of Intent
- Impact Analysis
- Legal Ad
- Sign Photo

\$ 794.50

**PIKE COUNTY
REZONING APPLICATION**

Application # REZ-24-04

Planning and Zoning Board Public Hearing: 7-11-24

Board of Commissioners Public Hearing: 7-30-24

Property Information: District(s): 1 Land Lot(s): 131 Acres: 1.78

Tax Map Parcel #: 050 018 B A Address if assigned: Jonathan's Road Rd

Existing Zoning Classification: AG Proposed Zoning Classification: C-2

Summary of Proposed Project: develop commercial property for
aircraft hangars.

Code Reference(s): _____

Documentation Required: ☐ Copy of Recorded Plat ☒ Copy of Recorded Deed ☒ Impact Analysis*

☒ Letter of Explanation* ☒ Health Department Letter of Approval ☐ Site Plan*

☐ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: Peach State Aerodrome Applicant: Keven Sasser

Address: 401 Jonathan's Road Rd Address: 314 Jonathan's Road Rd

City: Williamson State: GA Zip: 30292 City: Williamson State: GA Zip: 30292

Phone/email: Keven. Sasser @ peachstateaero.com Phone/email: Keven. Sasser @ peachstateaero.com

Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

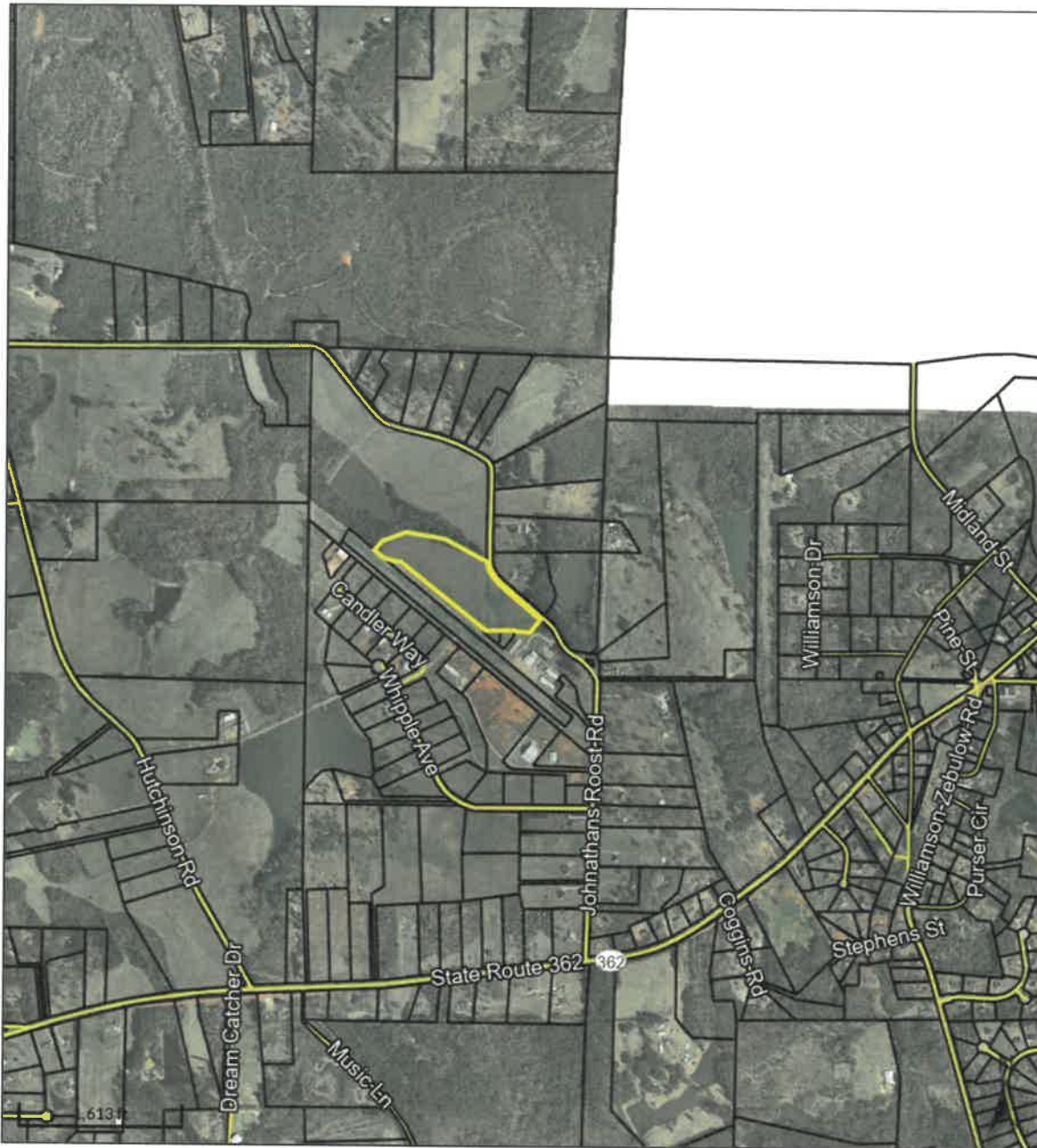
Owner's Signature: [Signature] Date: 5/30/2024

Owner's Printed Name: Keven Sasser

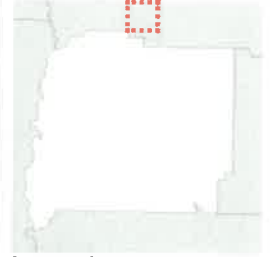
Sworn to and subscribed before me this 30 day of May, 2024

Notary Public (signature & seal): [Signature]
comm. exp. 11/22/24

*See Instructions for more information.



Overview



Legend

-  Parcels
-  Roads

Date created: 6/28/2024
Last Data Uploaded: 6/28/2024 11:56:54 AM

Developed by  **Schneider**
GEOSPATIAL

[illegible]

SHIRLEY ADAMS: 1161 JONATHAN ROOST RD, WILLIAMSON, GA 30292

TOTAL PAGE 1,79 ACRES
ORIGINAL PARCEL 4050 018
REFERENCE:
DEED BOOK 122, PAGE 112
PLAT BOOK 7, PAGE 88

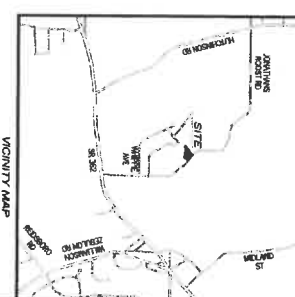
AMERICAN DISTRICT COLUMBIA RESIDENCE DISTRICT

- [illegible]

C-2 Zoning District (General Commercial District)
Tract 5

- MINIMUM LOT AREA: 10,000 SQ.FT.
 - MINIMUM LOT WIDTH: 100 FEET
 - MINIMUM FRONT YARD SETBACK: 50 FEET
 - MINIMUM SIDE YARD SETBACK: 30 FEET (POWER LOT)
 - MINIMUM REAR YARD SETBACK: 20 FEET
- zoning information from HENSON HAS BEEN TAKEN FROM THE CITY OF CHICAGO ZONING MAP AND THE CITY CLERK'S OFFICE. THE ZONING MAP AND THE CITY CLERK'S OFFICE INFORMATION WILL NEED TO BE REVIEWED BEFORE THE APPROVAL OF FINAL PLAN.

THESE ARE THE UNDISPUTED AND OVERTON FACTS OF CASE 3. BECAUSE THE SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ADEQUATE TITLE, THEREFORE, THE UNDISPUTED AND OVERTON FACTS OF CASE 3 BECAME THE UNDISPUTED AND OVERTON FACTS OF CASE 4.

[illegible]

GRAPHIC SCALE IN FEET
1" = 30'

NO. _____ REASONS _____ DATE _____	REZONING SURVEY	DATA SCALE _____ DATE _____ BY _____ CHECKED BY _____ APPROVED BY _____	A REZONING SURVEY FOR: KHI INVESTMENTS, LLC & PEACH STATE AERODROME, LLC LAND LOT 131 1ST DISTRICT PIKE COUNTY, GA	McCANN LAND SURVEYORS 315 SOUTH 9TH STREET GRIFFIN, GA 30224 mccannls.com (478) 204-7080
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Letter of Explanation

The purpose of this rezoning request is to rezone Parcel 050 018 A, currently zoned as AG, to C-2 zone for commercial development.

This area is designated on the preliminary plat. (see attached)

Utilities:

- A. Power – Will be provided by Southern Rivers.
- B. Water – County water is available.
- C. Septic – The county health department has conceptionally approved the septic system compatibilities. (see attached)

Impact Analysis: Response

1. Yes, the zoning proposal would permit a use that is suitable in view of the use and development of adjacent and nearby properties. This proposal would allow for Peach State Aerodrome to fully utilize the area as a commercial tract.
2. No, the zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property. Airport owner, Keven Sasser, has prepared the airport and surrounding area for public water access and completed multiple projects with private septic systems. Soil and septic analysis have been reviewed and approved by the health department.
3. No, the current zoning of this property is AG, allowing only agricultural use of the property. Due to the size and location of the tract, it is not a viable source of farming revenue or economic use.
4. No, rezoning of this tract would not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. No additional entrances would be added to Jonathan's Roost Road.
5. Yes, the proposal is in conformity with the policy and intent of the land use plan. The land use plan encourages commercial development to complement and match the character of the nearby area. This tract is attached to Peach State Airport and has the potential for hangar builds, creating additional tax revenue for Pike County.
6. Adjacent developments and the growing community at Peach State Airport give supporting grounds for approval of this rezoning request.
7. The property has not experienced vacancy.
8. There is no threat to the public health, safety, and welfare if rezoned.
9. If not rezoned, the property owner would not see a revenue stream for this tract. A small 1.78-acre AG tract does not provide substantial income or use for this property owner. In rezoning the area, the public and county would benefit from the possibility of additional tax revenue.
10. No, there are no existing violations of the zoning code or any other provisions of the code of Pike County, Georgia that the property owner is aware of.

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 18001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following items:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30258 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 6.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Blahom owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Meansville, GA 30258 in Land Lot 87 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Walker applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carter Road, Griffin, GA 30224 in Land Lot 89 & 104 of the 2nd District, further identified as Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Liscia applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 9 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 068. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.28 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Peach State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



REZ-24-04

Sign Posted: June 18, 2024

PIKE COUNTY BOARD OF COMMISSIONERS

REZ-24-05 Jonathan's Roost Road adjacent to the airpark Williamson, GA

SUBJECT:

PUBLIC HEARING: To receive public input regarding REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airpark Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins.

Action: Discuss/Approve/Deny

ACTION:

ADDITIONAL DETAILS:

ATTACHMENTS:

Type	Description
▣ Exhibit	REZ-24-05

REVIEWERS:

Department	Reviewer	Action	Comments
County Clerk	Blount, Angela	Approved	Item Pushed to Agenda



PLANNING AND DEVELOPMENT
OFFICE

*Planning – Zoning – Environmental – Permits & Inspections
Code Enforcement*

P. O. Box 377
77 Jackson Street
Zebulon, GA 30295

Phone: 770-567-2007
Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

Case Number: REZ-24-05

Planning and Zoning Board: July 11, 2024

Board of Commissioners Meeting: July 30, 2024

Mailed Notices: June 20, 2024

Signs Posted: June 18, 2024

Owner: KHJ Investments

Applicant: Keven Sasser

Property Location: Jonathan's Roost Road, Williamson, GA 30292

Landlot: 131

District: 1st

Parcel ID: Part of 050 018A

Acreage: 13.37+/- acres

Commission District: District 4, James Jenkins

FEMA Data: Does not lie within a flood zone.

Request: Applicant/Owner is requesting a rezoning of a portion of the subject property from A-R (Agricultural-Residential) to R-1 (Single-Family Residential).

Code Reference: Article 5 and Article 7 of the UDC

Staff Analysis: The subject property is currently zoned A-R (Agricultural-Residential), and the applicant wants to spit off 13.37+/- acres to create a 4-lot minor subdivision with a minimum lot size of 2 acres. The remaining part of the parcel has an associated rezoning for C-2 (General Commercial) to add the remaining 1.78 acres to the airport. Based on the conceptual plan the proposed zoning designation would be needed as a few of the lots are less than 3 acres in size. The subject property will require connection to the Pike County Water system as the property is within the required distance to connect.



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jgilbert@pikecoga.com

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The Pike County Character Area Map that is part of the Joint Comprehensive Plan identifies this property right at the edge of the Developing Residential and Rural Residential areas and should support the requested rezoning to the R-1 zoning district. There is also a commercial node that is right in this area that supports the airport commercial uses.

(F) The Planning and Zoning Board will consider the following points in arriving at a decision on a zoning amendment:

(1) The existing uses and zoning of the nearby property.

The subject property is currently zoned A-R (Agricultural-Residential) and this portion being rezoned is currently vacant. The zoning of parcels in the area includes R-2, A-R and C-2.

(2) The suitability of the property for the proposed purpose.

The property appears to be suitable for the proposed development.

(3) The length of time the property has been vacant.

The portion of the property they are requesting to be rezoned is currently vacant. The parcels have not been created and will not be created unless this zoning is approved.

(4) The threat to the public health, safety, and welfare if rezoned.

There is no potential threat to the health, safety or welfare of the public if the proposed zoning is approved.

(5) The extent to which the value of the property is diminished by the present zoning.

The property's value should not be diminished by the current zoning. However, they cannot create the proposed three-acre lot under the current zoning.



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jgilbert@pikecoga.com

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- (6) The balance between the hardship on the property owner and the benefit to the public in not rezoning.***

There is not a balance between the benefit to the public if the property is not zoned and the hardship on the property owner. The only hardship on the owner would be they would have to create a 5-acre lot instead of the proposed 2 acre minimum under the proposed zoning.

- (7) Have an adverse effect on the insurance rating of the county, or any substantial portion of the county, issued by the insurance service office or similar rating agency.***

N/A

- (8) Overtax any streets presently existing to serve the site, or other public facilities and utilities.***

The proposed rezoning should not create a hardship on the existing roads or other public utilities as proposed.

- (9) Have a substantial adverse impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.***

The proposed rezoning would not have an adverse impact on the environment as proposed.

Recommendation: Staff recommends Approval of the requested rezoning from A-R to R-1 with the following conditions:

1. All new homes shall be all brick or constructed of a combination of two or more of the following materials on all sides: Brick, stone, stucco, or cement fiber board.
2. County water shall be required for all new lots at the expense of the owner/developer.



PLANNING AND DEVELOPMENT
OFFICE

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77 Jackson Street
Zebulon, GA 30295

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Fax: 770-567-2024
jgilbert@pikecoga.com

"Serving Citizens Responsibly"

The Planning and Zoning Board heard the request at the July 11, 2024, meeting and recommended **Approval** of the requested rezoning from A-R to R-1 with the following conditions:

1. All new homes shall be all brick or constructed of a combination of two or more of the following materials on all sides: Brick, stone, stucco, or cement fiber board.
2. County water shall be required for all new lots at the expense of the owner/developer.

Attachments:

- Rezoning Application
- Tax Map
- Survey
- Proposed Plat
- Letter of Intent
- Impact Analysis
- Legal Ad
- Sign Photo

\$ 834.25

**PIKE COUNTY
REZONING APPLICATION**

Application # REZ-24-05

Planning and Zoning Board Public Hearing: 7-11-24

Board of Commissioners Public Hearing: 7-30-24

Property Information: District(s): 1 Land Lot(s): 131 Acres: 13.37

Tax Map Parcel #: 050 0181A Address if assigned: Jonathan's Roost Rd

Existing Zoning Classification: AG Proposed Zoning Classification: R-1

Summary of Proposed Project: develop 4-lot minor subdivision/lot split.

Code Reference(s): _____

Documentation Required: ☐ Copy of Recorded Plat ☒ Copy of Recorded Deed ☒ Impact Analysis*

☒ Letter of Explanation* ☒ Health Department Letter of Approval ☐ Site Plan*

☐ Agent Authorization (if needed) ☒ Campaign Disclosure Form ☐ Other _____

Property Owner: KHJ Investments Applicant: Keven Sasser

Address: 314 Jonathan's Roost Rd Address: 314 Jonathan's Roost Rd

City: Williamson State: GA Zip: 30292 City: Williamson State: GA Zip: 30292

Phone/email: Keven.sasser@peachstateaero.com Phone/email: Keven.sasser@peachstateaero.com

Property Owner Authorization: I declare to the best of my knowledge the information given on this application to be true, correct and accurate. I hereby authorize the staff of the Department of Planning and Development, members of the Planning and Zoning Board and Board of Commissioners to inspect the property which is the subject of this application.

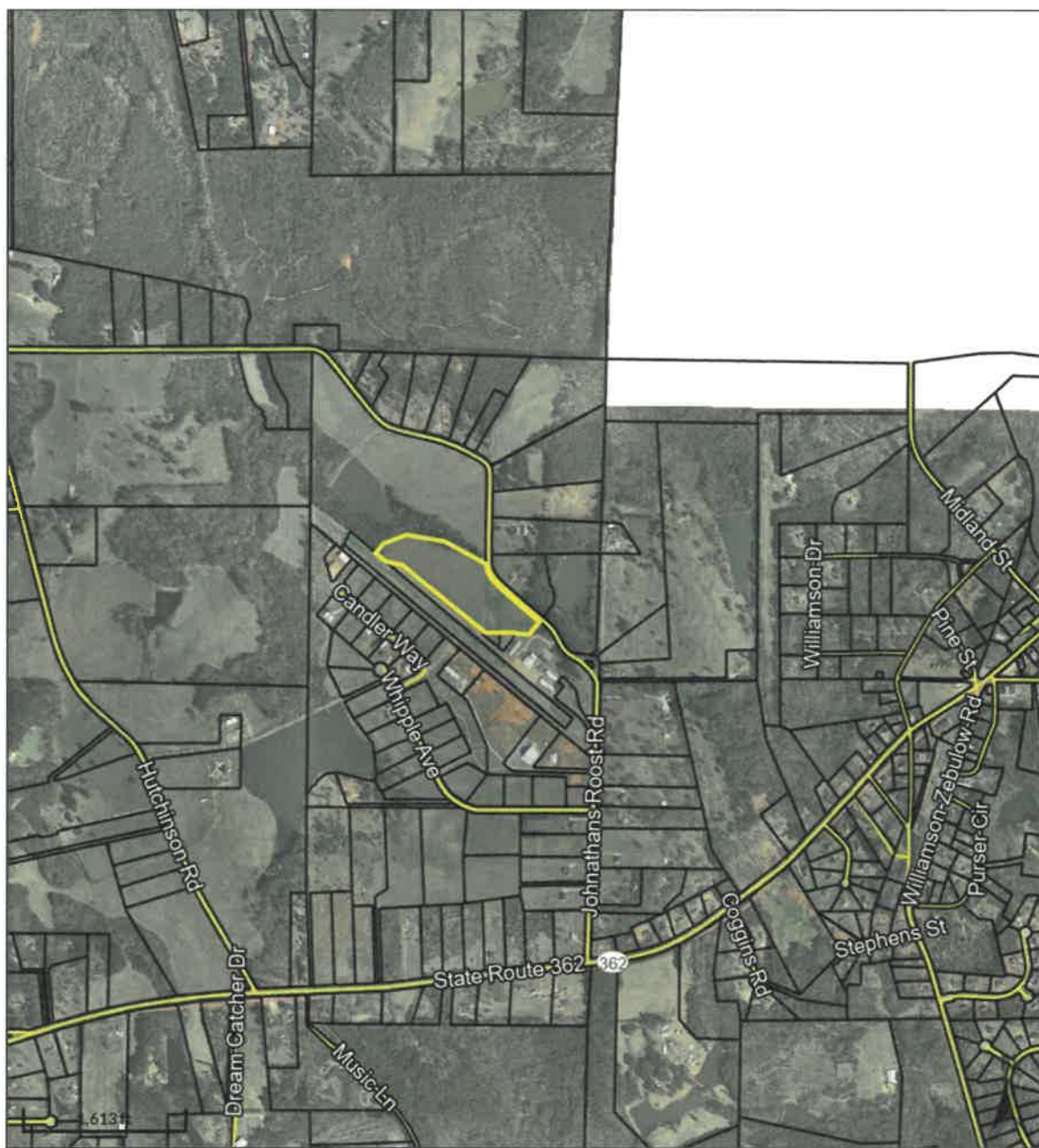
Owner's Signature: Keven Sasser Date: 5-30-24

Owner's Printed Name: Keven Sasser

Sworn to and subscribed before me this 30 day of May, 2024.

Notary Public (signature & seal): Stanley V. We
Comm. exp. 11/22/24

*See instructions for more information.



Overview



Legend

-  Parcels
-  Roads

Date created: 6/28/2024

Last Data Uploaded: 6/28/2024 11:56:54 AM

Developed by  **Schneider**
GEOSPATIAL

A REPORT BY THE U.S. GOVERNMENT PRINTING OFFICE: 1967 O 344-740
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THE ADDRESS: 1104 JONATHAN ROAD, WILMINGTON, DE 38292

ADDITIONAL ROOMS:
 600 ROOM 125 - ANGEL
 LIFT ROOM 7 - PHONE RM

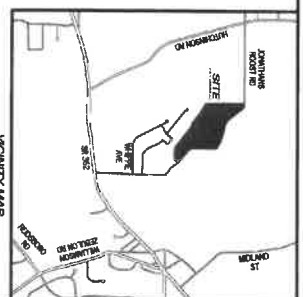
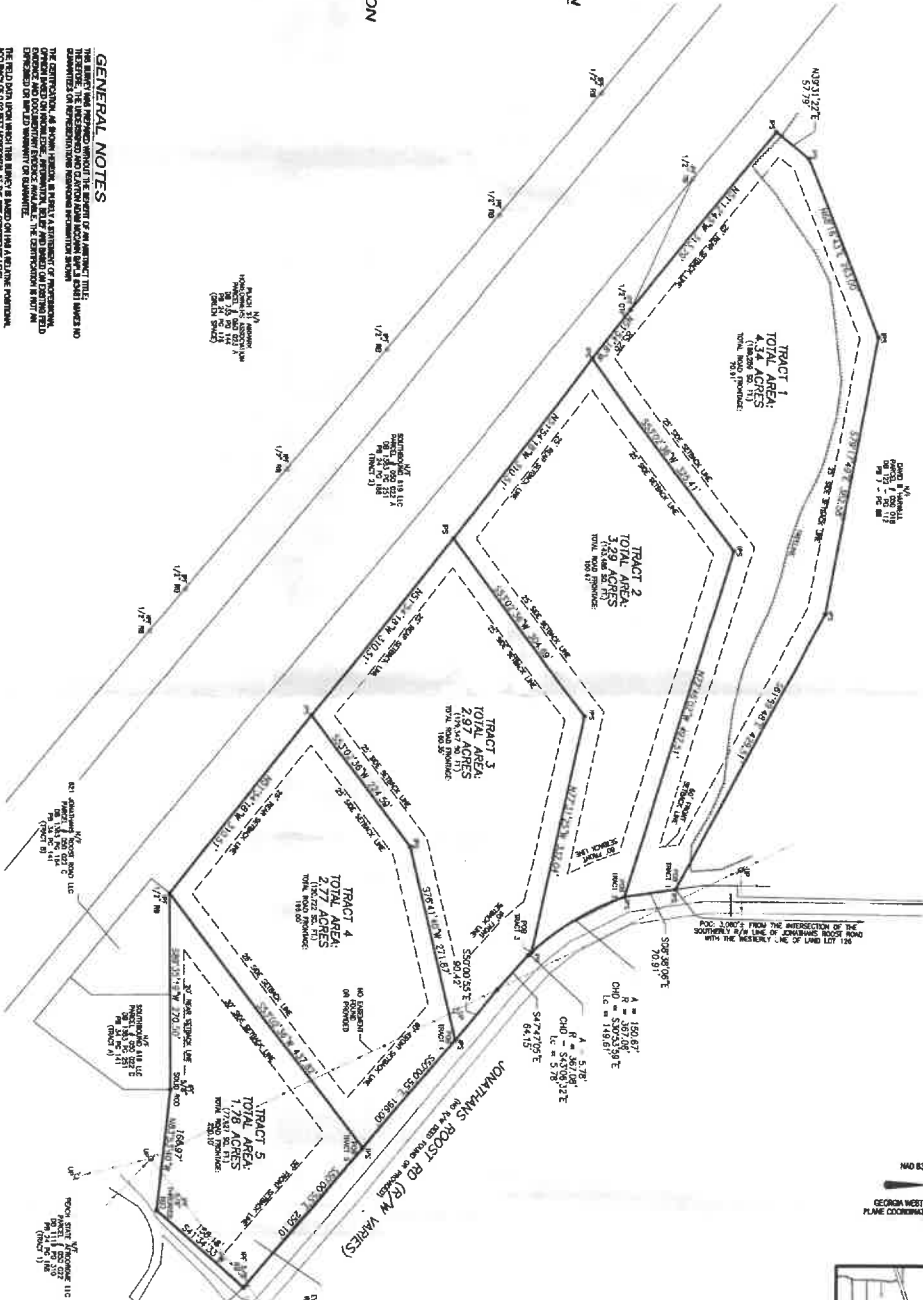
ALL ZONE-6 DISTRICT WOMEN, TUNEL RESIDENTIAL DISTRICT)

- SIBBOLA LOT AREA: ONE ACRES
 - SIBBOLA FLOOR AREA: 1,500 SQUARE FEET
 - SIBBOLA LOT WIDTH: 200 FEET
 - SIBBOLA FRONT YARD SETBACK: 100 FEET
 - SIBBOLA SIDE YARD SETBACK: 30 FEET
 - SIBBOLA REAR YARD SETBACK: 30 FEET
- ADDITIONAL INFORMATION: SIBBOLA HEREIN HAS BEEN TAKEN FROM THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES. THE INFORMATION CONTAINED HEREIN AND THE ALL OTHER INFORMATION WILL NEED TO BE REVERSED BEFORE THE APPROVAL OF FINAL PLAN.

9-1 ZONING DISTRICT (GENERAL, FAMILIAL RESIDENTIAL, LOW DENSITY DISTRICT)
TRACCT 1-4

- [illegible]

THIS BLANKET WAS PREPARED WITHOUT THE BENEFIT OF AN AGENCY TITLE; THEREFORE, THE UNDERSIGNED AND CLAYTON ADAM MCCOY, JR. (1981) WAGES NO

[illegible]

McCANN LAND SURVEYORS
315 SOUTH 9TH STREET
GRIFFIN, GA 30224
mccannis.com
(o) (470) 204-7080

A MINOR SUBDIVIDE SURVEY FOR:

**KHJ INVESTMENTS, LLC &
PEACH STATE AERODROME, LLC**

LAND LOT 131 1ST DISTRICT PIKE COUNTY, GA

MINOR SUBDIVIDE SURVEY

[illegible]

1-9



Letter of Explanation

The purpose of this rezoning request is to rezone Parcel 050 018 A, currently zoned as AG, to create a 4-lot R-1 zone for residential development. This will allow for custom luxury hangar homes to be built adjacent to Peach State Aerodrome.

This area is designated on the preliminary plat. (see attached)

All hangar homes built will adhere to minimum square feet requirements per section R-1 of the UDC.

Utilities:

- A. Power – Will be provided by Southern Rivers.
- B. Water – County water is available.
- C. Septic – The county health department has conceptionally approved the septic system compatibilities. (see attached)

Impact Analysis: Response

1. Yes, the zoning proposal would permit a use that is suitable in view of the use and development of adjacent and nearby properties. This proposal connects to Peach State Aerodrome, a private/public airport in Pike County, thus creating the best opportunity for a 4-lot hangar home development.
2. No, the zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property. Airport owner, Keven Sasser, has prepared the airport and surrounding area for public water access and completed multiple projects with private septic systems. Soil and septic analysis have been reviewed and approved by the health department.
3. No, the current zoning of this property is AG, allowing only agricultural use of the property. Due to the size and location of the tract, it is not a viable source of farming revenue or economic use.
4. No, 4 residential lots would not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Four driveway entrances would be off Jonathan's Roost Road, creating minimal change.
5. Yes, the proposal is in conformity with the policy and intent of the land use plan. The land use plan addresses the need for Conservation Subdivisions. The requested rezoning would allow for this within a 4-lot development, due to the larger lot size and being adjacent to Peach State Airport. There is communal space available and expanding, through fly-ins, hangar additions, a youth aviation program, and Barnstormer's Grill and Event Center.
6. Adjacent developments and the growing community at Peach State Airport give supporting grounds for approval of this rezoning request.
7. The property has not experienced vacancy.
8. There is no threat to the public health, safety, and welfare if rezoned.
9. If not rezoned, the property owner would not see a revenue stream for this tract. A small 13.37-acre AG tract does not provide substantial income or use for this property owner. In rezoning the area, the public and county would benefit from the addition of 4 estate lots, offering custom luxury hangar homes bringing value to Pike County.
10. No, there are no existing violations of the zoning code or any other provisions of the code of Pike County, Georgia that the property owner is aware of.

PIKE COUNTY PLANNING AND ZONING BOARD

July 11, 2024 - 6:30 p.m.

The Pike County Planning and Zoning Board will conduct its scheduled monthly meeting on July 11, 2024, at 6:30 p.m. on the second floor of the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The Board will conduct **PUBLIC HEARINGS** on the following item:

(1) VAR-24-02 Christi Parrott owner and Ricky Lee Wilson applicant request a variance to development regulations for property located at 1790 Kings Road, Meansville, GA 30256 in Land Lot 30 of the 9th District, further identified as Parcel ID 060 036. The property consists of 5.0 +/- acres and the request is to reduce the front yard setback requirement to allow a new barn to be constructed at the same setback as the existing house. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will make the final decision.

(2) SUP-24-01 Tiffany Raborn owner and applicant request a special use permit for a general home occupation for property located at 503 Gibson Road, Meansville, GA 30256 in Land Lot 67 of the 9th District, further identified as Parcel ID 060 012. The property consists of 2.41 +/- acres and the request is for an in-home daycare with 6 or fewer children. Commission District 2, Commissioner Tim Guy. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(3) SUP-24-02 D & K Properties owner and Kenneth Waller applicant request a special use permit for a stone business with outdoor storage for property located at the northwest corner of US Hwy 19 and Carver Road, Griffin, GA 30224 in Land Lot 66 & 104 of the 2nd District, further identified as part of Parcel ID 074 071. The property consists of 1.65 +/- acres. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(4) MOD-24-01 Mill Creek Events, LLC owner and Joseph Liscia applicant request a modification to a zoning condition placed on the Special Exception granted on April 26, 2016, for an event center located at 15046 US Hwy 19 North, Griffin, GA 30224 in Land Lot 104 of the 2nd District, further identified as Parcel ID 074 086. The property consists of 9.39 +/- acres and the request is to remove condition number 8 related to the transfer of the special exception to subsequent owners. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(5) REZ-24-02 Dee McElroy owner and applicant request a rezoning from C-2 (General Commercial) and C-3 (Heavy Commercial) to C-3 (Heavy Commercial) for property located at 10065 US Hwy 19 and McKinley Road, Zebulon, GA 30295 in Land Lot 33 of the 2nd District, further identified as Parcel ID's 065 037 A and 065 037 B. The property consists of 12.26 +/- acres and the request is to expand the existing self-storage facility and add an incubator building with associated parking. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(6) REZ-24-03 Derek Mills owner and applicant request a rezoning from A-R (Agricultural-Residential) to RR (Rural Residential) for property located at 1042 Old Zebulon Road Zebulon, GA 30295 in Land Lot 120 of the 9th District, further identified as part of Parcel ID 068 005. The property consists of 3.85 +/- acres and the request is to create a new 3-acre lot for one of the applicant's children. Commission District 1, Commissioner Tim Daniel. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(7) REZ-24-04 Feach: State Aerodrome owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to C-2 (General Commercial) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 1.78 +/- acres and the request is to add the 1.78 acres to the airport for additional hanger space. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

(8) REZ-24-05 KHJ Investments owner and Keven Sasser applicant request a rezoning from A-R (Agricultural-Residential) to R-1 (Single-Family Residential) for property located on Jonathan's Roost Road adjacent to the airport Williamson, GA 30292 in Land Lot 131 of the 1st District, further identified as part of Parcel ID 050 018A. The property consists of 13.37 +/- acres and the request is to develop a 4-lot minor subdivision. Commission District 4, Commissioner James Jenkins. The public is invited to attend to speak in favor or in opposition of the request. The PZB will forward a recommendation to the BOC for a final decision.

The Pike County Board of Commissioners will conduct a **PUBLIC HEARING** on the above applicable items on July 30, 2024, at 6:30 pm at the Pike County Courthouse located at 16001 Barnesville Street, Zebulon, Georgia. The public is invited to speak in favor or in opposition of each request.



REZ-24-05

Sign Posted: June 18, 2024